

Prepared by and return to:  
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Tampa, FL 33601-3913

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Don Barbee Jr, HERNANDO County Clerk of Court  
TLM Deputy Clk

20/3

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EVERGREEN VILLAGE OF TIMBER PINES**

**CERTIFICATE OF AMENDMENT**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Evergreen Village of Timber Pines was originally recorded in Official Records Book 1024, Page 184, *et seq.*, of the Public Records of Hernando County, Florida (the "Declaration").

WHEREAS, Article VII, Section 3 of the Declaration was amended pursuant to the certificate of amendment originally recorded in Official Records Book 2913, Page 1004, *et seq.*, of the Public Records of Hernando County, Florida to provide that the Declaration may be amended at any time and from time to time upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented.

NOW, THEREFORE, we, JOHN A. BRUCE, as President, and DANIEL R. STICKER, as Secretary, of the Evergreen Village of Timber Pines Homeowner's Association, Inc. do hereby certify that in accordance with Article VII, Section 3 of the Declaration, as amended, that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Evergreen Village of Timber Pines, attached hereto and incorporated herein as **Exhibit A** was approved upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership on February 12, 2013 held in accordance with the Evergreen Village of Timber Pines's governing documents:

Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines

In Witness whereof, the Evergreen Village of Timber Pines Homeowner's Association, Inc., has caused this instrument to be signed by its duly authorized officers on this 12<sup>TH</sup> day of MARCH, 2013.

Signed, sealed and delivered in the presence of:

EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.

Char F. Miller  
Print name: CHARLES F. MILLER

By: John A. Bruce  
JOHN A. BRUCE President

Robert P. Shaw  
Print name: ROBERT P. SHAW

Signed, sealed and delivered in the presence of:

ATTEST:

Char F. Miller  
Print name: CHARLES F. MILLER

By: Daniel R. Stocker  
DANIEL R. STOCKER, Secretary

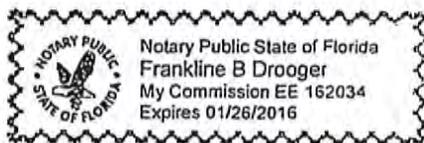
Robert P. Shaw  
Print name: ROBERT P. SHAW

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instruments was acknowledged before me this 12<sup>TH</sup> day of MARCH, 2013, by JOHN A. BRUCE and DANIEL R. STOCKER, as President and Secretary, respectively, of the Evergreen Village of Timber Pines Homeowner's Association, Inc. who are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration Declaration of Covenants, Conditions and Restrictions for the Evergreen Village of Timber Pines, Certificate of Amendment, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 12<sup>TH</sup> day of MARCH, 2013.

Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/16



**AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
EVERGREEN VILLAGE OF TIMBERS PINES**

The Original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines recorded in Official Records Book 1024, Pages 184 et seq., of the Public Records of Hernando County, Florida was made by Regency Communities, Inc., hereinafter referred to as "Declarant", on June 26, 1995.

Article XI, Section 3, Duration and Amendments, of the original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines was amended as set forth in Official Records Book 2913, Pages 1004 et seq., of the Public Records of Hernando County, Florida.

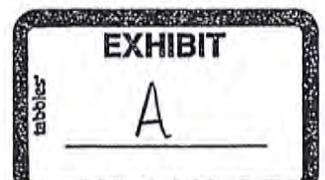
By their signatures below each and every one of the executing members of the Board of Director attests and certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines was approved as required pursuant to Article XI, Section 3 of the Original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines, as amended.

**WITNESSETH:**

**WHEREAS**, Declarant was, at the time of the recording of the original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines, the owner of certain property in Hernando County, Florida, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof; and

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines provided for amendments in Article XI, Section 3, Duration and Amendments, recorded in Official Records Book 1024, Pages 184-208, in the Public Records of Hernando County, Florida and in the amendment to original Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines recorded in Official Records Book 2913, Pages 1004 et seq., of the Public Records of Hernando County, Florida;

Declarant has declared that all of the Properties described in Exhibit A attached hereto and incorporated herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.



## ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to **EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Master Association" shall mean and refer to the **TIMBER PINES COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Lot or Unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" as used herein shall mean any and all real property owned by the Master Association together with any areas wherein an easement(s) is granted to the Master Association for the maintenance of same, including but not limited to drainage easements, if applicable, and entrance amenities, whether conveyed to the Master Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners; provided, however, the use and enjoyment of the common areas may be restricted or prohibited as provided herein, or as may be, from time to time, determined by the Association. "Common Area" shall not include roadways for purposes of this Declaration but shall be governed by the Master Association.

Section 5. "Properties" shall mean and refer to that certain real property described on attached Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas. Lot any further mean and refer to a single family dwelling unit or "Villa" located on a lot as part of a multi-family building, all as is shown on the Plat. The word "unit" may, when the context requires, be used interchangeably herein with the word "lot" or "Villa".

Section 7. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 8. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 9. "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

Section 10. "Maintenance" shall mean and refer to the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and buffer easements, if applicable, entrance features, landscaping, sprinkler systems, exterior villa painting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. The term "maintenance" shall, therefore, include the above stated responsibilities of the Association.

Section 11. "Declarant" shall mean and refer to REGENCY COMMUNITIES, INC., a Florida corporation. It shall not include any person or party who purchases a Lot from Regency Communities, Inc., however, unless such purchaser is specifically assigned by a separate recorded instrument some or all of the rights held by Regency Communities, Inc., as Declarant under this Declaration with regard to the conveyed property.

Section 12. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "Including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the subjective provisions hereof.

## **ARTICLE II PURPOSE**

Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for the matters of concern to them has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area and right of way areas, but not including roadways. The Association shall maintain the before-mentioned areas and any decorative entranceways to the Properties, including any sodded or landscaped islands in the roadways, and take such other action as the Association is authorized to take with regard to the Properties pursuant to this Declaration, the Articles or Bylaws; and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas referred to in this Article II and any other areas designated by Declarant as Common Areas, whether or not title to those areas have been or ever will be formally conveyed to the Association.

## ARTICLE III PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. the right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

B. the right of the Association to suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days;

C. the right of the Association to suspend common area use rights of an Owner for any period during which any assessment levied under this Declaration against the Owner's Lot remains unpaid, provided that no such suspension shall impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress and egress from the Lot, including, but not limited to, the right to park;

D. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, as provided by its Articles;

E. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

F. the right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and the rules and regulations enacted by the Association, his right of enjoyment to the Common Area and facilities to any tenants who reside at the Owner's Lot, provided the Owner waives his rights of use and enjoyment, in writing, to the tenant.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner or tenant. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvements or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association.

Section 5. Animals. No animal shall be permitted on or in the Common Area at any time except as may be provided in the rules and regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

#### **ARTICLE IV OWNER'S OBLIGATION TO REPAIR OR REBUILD**

Each Owner shall, at his sole cost and expense, repair the exterior (except as otherwise provided herein) and interior of his unit or structure, keeping the same in a condition comparable to the condition of such residence or structure at the time of its initial construction, excepting only normal wear and tear. If all, or any portion of a dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the Owner(s) control.

#### **ARTICLE V MEMBERSHIP AND VOTING RIGHTS**

Section 1. Each Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have one class of voting membership. All Owners shall be members of the Association and shall be entitled to one vote for each Lot owned. When more than one person holds interest in any such Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### **ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements and unexpected operating costs; (3) fines as provided by Florida Statutes for violations of any covenant, all of which shall be established and collected as hereinafter provided. The annual and special assessments (collectively "Assessments"), together with interest, late fees, costs and reasonable attorney's fees in connection therewith, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Such lien shall be effective from, and relate back to, the recording of this Declaration. Fines as provided in this Declaration shall be a lien

upon the property against which the fine is levied to the extent permitted by Florida law and equal in dignity and collectable in the same manner as Assessments. Each such Assessment or fine, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fine fell due. The personal obligation for delinquent Assessments or fines shall pass to successors in title and upon conveyance of the property; the previous Owner and the successor in title shall be jointly and severally liable for the Assessment or fine. An Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. The lien of the assessments provided for in this Article VI shall be a lien superior to all other liens, less and except real estate tax liens and the lien of any mortgage to any institutional lender which is now or hereafter placed upon any property subject to Assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. No sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, to meet the obligations of the Association as defined by the Declaration or the Articles of Incorporation or the Bylaws for the Association, and for the improvement, maintenance, and repair of the lawn areas and irrigation system of the Lots and Common Areas situated upon the Properties, and exterior maintenance as set forth in Section 3 below. The Association is also responsible for maintaining the decorative entrance and medians and any areas between roadways and the Common Area.

Section 3. Exterior Maintenance. The Association, as the Board of Directors, in its sole discretion, deems necessary, shall provide exterior maintenance upon each Lot that is subject to assessment hereunder, as follows: maintenance and repair of the irrigation system and painting of exterior building surfaces. The Association's duty of exterior maintenance, however, shall not include the maintenance or replacement of glass surfaces, wood retaining walls, or roofs, nor shall it impose any obligation of repair or replacement, nor any

obligation of maintenance other than painting, as set forth above. An Owner may not paint or otherwise alter the exterior surface or appearance of the residence without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, then the cost of such exterior maintenance shall be added to and become part of the Assessment to which such Lot is subject.

Section 4. Lot Maintenance. The Association shall maintain the lawn areas of each Lot on which a completed dwelling exists, and shall also maintain any trees, shrubs or plantings originally planted or provided by the Declarant on the Lot. Such maintenance may include, without limitation, mowing, edging, fertilizing, pest control, and sod replacement, as the Board of Directors deems appropriate, and any other lawn maintenance service, including without limitation, the replacement or addition of trees, shrubs or plantings, which may be deemed advisable from time to time in the sole discretion of the Board of Directors. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such Owner installed shrubs, plantings or lawn ornaments upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of landscaping, irrigation system or other improvement which the Association controls or is responsible to maintain or operate. Nothing in this section will prevent the Association from levying special assessments for the Association's operating costs.

Section 6. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to the Owner of each Lot subject to such annual assessment. The due dates for such assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law or \$5.00, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessment provided for herein by abandonment of the Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessment as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. This section may not be amended without the prior written consent of all holders of first mortgages on Lots.

Section 11. Subordination of Association Fines to First Mortgages. The lien of any fine provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the lien from a fine. However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such fine as to payments, which became due prior to such foreclosure sale or foreclosure transfer. No foreclosure sale or foreclosure transfer shall relieve such Lot from liability for any fines thereafter becoming due or from the lien thereof.

## ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of

Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, Master Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this Declaration. The Association shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself or be liable or responsible for its failure to enforce any sections of this Declaration.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented. Any amendment must be recorded in the public records of Hernando County, Florida, with the formalities necessary to the recordation of a deed.

Section 4. Association Liability, Security and Community Services. By acceptance of a deed to a Lot within the Subdivision, the Owner agrees to the provisions of this Section. The Owner waives the right to trial by jury in connection with any claim, dispute or other matter against the Association or its officers, directors, employees, agents, invitees, contractors and subcontractors (collectively for the purposes of this Section "Agents") arising out of or relating to the Declaration, including any recorded amendments thereto. Any claim, dispute or other matter in question raised by an Owner against the Association or Agents arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof, shall be decided by arbitration, in accordance with the rules of the American Arbitration Association in effect at the time such arbitration is sought, before three (3) arbitrators; one designated by each party and the third designated in accordance with the rules of the American Arbitration Association. Any such arbitration shall be conducted in

Hernando County, Florida, unless the parties mutually agree to another location. The arbitrators shall be qualified by education, training or experience as may be appropriate according to the nature of the claim, dispute or other matter in question. The foregoing agreement to arbitrate and any other agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To the extent permitted by law, by agreeing to engage in the arbitration provided for in this Section, the parties waive their right to appeal any decision made by the arbitrators. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen; and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. All costs and expenses, including without limitation, reasonable attorneys' fees and costs, in connection with any such arbitration shall be borne in the manner that the arbitrators making the determination shall direct.

In any claim, dispute or other matter arising out of or relating to the Declaration, including any recorded amendments thereto, where the Association or Agents are found liable to an Owner, including without limitation, any arbitration award or injunctive relief, the Owner agrees that such liability, including without limitation, liability of attorneys' fees and any costs, shall not exceed the greater of one thousand dollars (\$1,000.00) or the amount of any applicable insurance proceeds. This Section in no way mandates that the Association carry insurance of any particular kind or in any specific amounts or modifies insurance requirements as may be directed elsewhere in this Declaration or allowed at the discretion of the Association.

The Owner agrees that neither the Association nor the Agents have any obligation whatsoever for providing protection to persons or personal property or real property on the Properties. The Owner agrees that it shall be his sole and exclusive obligation to determine and institute for himself and his tenants, dwelling occupants, family members, agents, servants, invitees, subcontractors and contractors (collectively for the purposes of the Section "Guests" or "Guest") the appropriate security and any other precautions to protect from and against trespass, criminal acts, and any other dangers to the Owner's and Guests' personal safety and the safety of the Owner's and Guests' real and personal property. The Owner further agrees that the Association and Agents shall have no obligation whatsoever for providing protection to the Owner, Guests, or the Properties from conditions existing within public or private streets, parks or Common Areas. The Owner agrees that he and his Guests shall use the Common Areas and all other Association property at their own risk and the Owner shall hold harmless the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with the Owner's and any Guests' use thereof.

The Association, through its Agents or otherwise, may, in its sole discretion, provide Owners and the Properties with such community services as may be necessary, including but not limited to, controlling access to the Properties, monitoring the areas of the Properties, or otherwise implementing the promulgated rules and restrictions of the Association and the Declaration. The

Owner agrees that no community services shall be construed or relied upon in any way as the Association or Agents providing any form of protection or security to the Owner or Guests. The Owner agrees to hold harmless the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with the Association's provision of community services.

Nothing in this Section shall be construed to limit the relief the Association may seek to a proceeding in arbitration. The Association may bring, in any court of competent jurisdiction, any action at law or in equity or by jury trial, against any Owner for any claim, dispute or other matter in question raised by the Association against any Owner or Guest arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof.

## **ARTICLE IX PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Each Owner shall have a nonexclusive easement over and across the adjacent party's property as may be reasonably necessary to maintain and repair the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the

decision shall be by a majority of all the arbitrators. The decision of such arbitrators shall be binding on the parties.

## ARTICLE X USE RESTRICTIONS

Section 1. Residential Use. No Lot may be used for any purpose other than as and for a single-family residence dwelling.

Section 2. Conduct of Business. No business of any kind shall be conducted on any Lot. However, nothing contained herein shall be construed to prohibit the renting or leasing of a dwelling unit for residential purposes as permitted herein and in accordance with the Master Declaration and rules and regulations of the Master Association.

Section 3. Pets. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. However, no more than one (1) dog or no more than two (2) cats and other customarily kept house pets, (such as canaries, parakeets, goldfish or tropical fish) may be kept as a pet, provided the pet(s) are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside on a Lot, or in a screened porch or patio. No person owning or in custody of a pet shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. Permitted dogs and cats must be on a leash when outside of the Owner's Lot and under such regulations as established by the Board of Directors. In no event may any pet be allowed to become an unreasonable nuisance or annoyance to other Owners. No dangerous or aggressive animal shall be brought onto a Lot at any time. Owners also shall comply with rules and regulations promulgated by the Master Association, and by Hernando County ordinances in regard to the control of pets.

Section 4. Vehicle Parking. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No truck or other vehicle, which is primarily used for commercial purposes, other than those temporarily present on business, or any trailers, shall be parked within the Properties. Non-commercial pickup trucks, sport utility vehicles, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and any vehicle not in operable condition or not displaying a valid license plate, shall only be permitted to be kept within the Properties if kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less. Notwithstanding the foregoing, one (1) non-commercial vehicle of an Owner is permitted to be parked in public view on the driveway of said Owner's Lot. Non-commercial vehicles, which shall be limited to non-commercial vans, cars, sport utility vehicles, and pickup trucks of an Owner's visitors, shall be permitted to park on said Owner's driveway for no more than fourteen (14) days in any twelve (12) month period.

Section 5. Fences. No fences, walls or hedges other than those initially installed by Declarant shall be permitted anywhere within the property except as approved in writing by the Board of Directors, which approval may be withheld at the sole discretion of the Board of Directors .

Section 6. Garbage and Trash. All garbage cans, similar receptacles, and other garbage containers shall be kept inside the garage at all times except on the day(s) designated for garbage collection. When garbage cans and similar receptacles and other garbage containers are placed outside for collection, Owners shall ensure that maximum care, including without limitation the use of appropriate lids and container tops, when suitable, is taken to prevent the refuse in said containers from being spread about the Properties, including without limitation, spreading of refuse by animals or by the elements.

Section 7. Antennas. Over the air broadcast television reception devices may be installed in compliance with the prevailing regulations issued from time to time by the Federal Communications Commission and subject to such guidelines as may be promulgated from time to time by the Association or by the Architectural Control Committee that are consistent therewith. No other antenna or broadcast reception or transmission device shall be installed upon any Lot except in compliance with the guidelines as promulgated by the Master Association.

Section 8. Laundry Display. Except as may otherwise be prohibited by law, no clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible from outside of the Lot.

Section 9. Maintenance. Each Owner shall be obligated to maintain the Lot and all improvements thereon in good condition and repair, except for such maintenance that is the responsibility of the Association pursuant to this Declaration. If the Owner shall fail to properly maintain the Lot, the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense or utilize any other remedy available to it under this Declaration and any amendments thereto or at law, including, without limitation, the application of fines, until the maintenance failure is remedied to the Board of Directors' sole satisfaction. Entry upon an Owner's Lot by the Association or the Association's directors, employees, contractors or agents for the purpose for undertaking proper maintenance shall not constitute a trespass. If such maintenance is undertaken by the Association or its agents, the charge therefore shall be secured by a lien on the Lot, added to, and become a part of the Assessment installment next due and payable by the Owner of the Lot. The fines contemplated in this section shall be a lien on the Lot to the extent allowed by applicable Florida law.

Section 10. Prohibited Activities. No noxious or offensive activity or nuisance shall be carried on, in or about any Lot, Unit or Common Area.

**ARTICLE XI  
MASTER ASSOCIATION AND MASTER RESTRICTIONS**

Section 1. Membership. Each Owner of a Lot automatically becomes a member of the Master Association, which is the Master Association governing all residents of the TIMBER PINES development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in this Declaration. As a member of the Master Association, each Owner shall be subject to the Articles of Incorporation, Bylaws and rules and regulations of the Master Association as may be in effect from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot is hereby made subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for TIMBER PINES COMMUNITY ASSOCIATION, INC. as recorded in Official Records Book 501, beginning at page 1665, Public Records of Hernando County, Florida (herein, together with all other amendments thereof now or hereafter made, called the "Master Restrictions"). Pursuant to the Master Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. Other provisions of the Master Restrictions pertain to land use, recreational facilities, architectural control and other matters. By acceptance of a deed otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the Master Restrictions, and uphold the Owner's responsibilities and obligations as a member of the Association, including the payment of such assessments, dues, fines and charges as shall be levied thereby.

Section 3. Conflict. In the event the "Master Association" and the "Association" each have authority in regard to a pending issue concerning the Properties, then in the event of any conflict in the decision of each Association, the decision of the Master Association shall control over the decision of the Association. For example, if an alteration is proposed by a Lot Owner, and the Association refuses to approve the proposed alteration pursuant to Article VII of this Declaration, but the Master Association approves the proposed alteration, then the decision of the Master Association would control and the proposed alteration would be allowed. The provisions of this Article cannot be amended without the express written approval of the Master Association.

**ARTICLE XII  
EASEMENTS**

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Owners and occupants of any Lot, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide

reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

Section 2. Utilities, Etc. Each Lot and the Common Area shall be subject to existing easements for public utilities' purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements.

Section 3. Future Utility Easements. The Declarant has reserved the right for the Board of Directors of the Association, without joinder or consent of any Owners, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pump, cable television, electric, gas, water, telephone or other utility easement, or to relocate any existing utility easement in any portion of the property as the Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots per permitted purposes.

Section 4. Encroachments. All of the Properties and all of the Lots shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

Section 5. Sprinkler Systems. The Declarant has reserved for the Association the right and easement to construct, place and install on all Lots from time to time such irrigation and sprinkler lines and heads, control panels and related facilities and equipment (the foregoing being collectively referred to hereafter as the "Irrigation Facilities") for the purpose of providing irrigation to such Lots or to other Lots and Common Area within the Properties. The Association also has the right of access to any such Irrigation Facilities. Nothing contained in this Section 5, however, shall obligate the Association to install Irrigation Facilities on any specific Lot or Lots. The Declarant has further granted to the Association an easement as to each Lot for the maintenance, repair and replacement of any and all Irrigation Facilities now or hereafter constructed, placed or installed on such Lot by the Association pursuant to the authority of this Section. By recorded instrument, the Association shall have the right to waive or

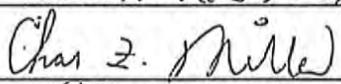
relinquish its easement rights in whole or in part by action of its Board of Directors.

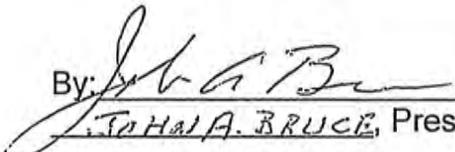
Section 6. Golf Cart Access to Roadways. Each Lot shall be subject to a non-exclusive easement for motorized golf cart vehicles to and from paved roadways. This easement shall only be effective if a Lot Owner has no other means of reaching a paved roadway with his golf cart, except over a portion of another Lot or Lots. Unless such necessity exists and there is no other means of access to a paved roadway, then a Lot Owner shall have no right to travel across other Lots in the Properties. Any Lot Owner utilizing the before-mentioned access easement shall be required to promptly repair, replace and maintain any portion of an adjacent Lot that is damaged by use of this access easement. Any person utilizing the easement, as a condition of this right of use, shall indemnify and save harmless the fee simple property owner of the easement area, from and against all liability, loss or damages incurred as a result of claims, demands, costs, judgments or damages arising from the operation of the motorized golf cart vehicle or other vehicle on the easement area.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines to be executed this 12<sup>TH</sup> day of FEBRUARY, 2013.

Signed, sealed and delivered in  
The presence of:

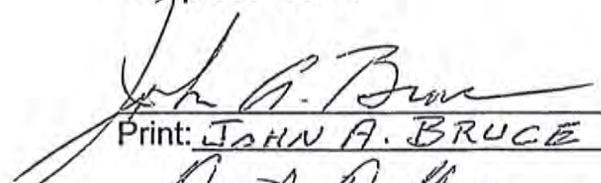
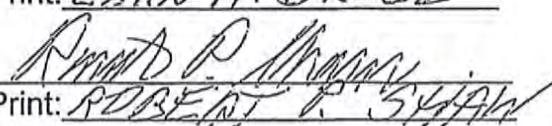
EVERGREEN VILLAGE OF  
TIMBER PINES HOMEOWNERS  
ASSOCIATION, INC.

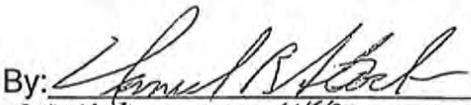
  
Print: DANIEL R. STOCKER  
  
Print: CHARLES F. MILLER

By:   
JOHN A. BRUCE, President

Signed, sealed and delivered in  
The presence of:

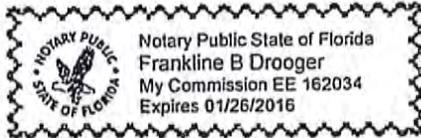
ATTEST:

  
Print: JOHN A. BRUCE  
  
Print: ROBERT P. SYMAN

By:   
DANIEL R. STOCKER Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

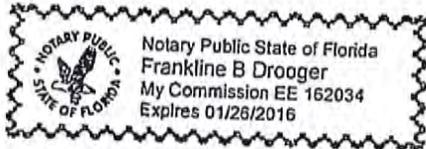
The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of FEBRUARY, 2013 by JOHN A. BRUCE President of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. The individual is either  personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/16  
My Commission No.: EE 162034

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of FEBRUARY, 2013 by DANIEL R. STOLKER Secretary of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. The individual is either  personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/16  
My Commission No.: EE 162034

## EXHIBIT "A"

Lots 1 through 32 of TIMBER PINES TRACT 59, UNIT 1, and subdivision of Hernando County, Florida, according to the plat thereof recorded in Plat Book 29, Pages 9 and 10, Public Records of Hernando County, Florida.

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
EVERGREEN VILLAGE OF TIMBER PINES  
HOMEOWNER'S ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, the undersigned, acting pursuant to and with the assent of at least two-thirds (2/3) of the entire membership of the Association, has this day executed this Amended and Restated Articles of Incorporation of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., in its entirety and does hereby certify:

ARTICLE I  
NAME

The name of the corporation is EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II  
ADDRESS

The principal office of the Association is located at 6872 Timber Pines Boulevard, Spring Hill, Florida 34606.

ARTICLE III  
REGISTERED AGENT

Steven H. Mezer, Esq., whose address is Bush Ross, P.A., 220 South Franklin Street, Tampa, Florida 33602, is hereby appointed the registered agent of this Association.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to the members thereof, and shall act to insure that the Common Area and other land for which it is responsible under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines (the "Declaration"), as such Declaration is amended from time to time, will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners of Lots in Evergreen Village of Timber Pines and to provide for other matters of concern to the Owners and to carry out those obligations and powers so delegated to it by the Declaration. The Association shall have the right and power to engage in any lawful business for which a not-for-profit corporation may be organized under the laws of the State of Florida.

**ARTICLE V  
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of Directors who shall be elected in accordance with the Bylaws of the Association.

IN WITNESS WHEREOF, for the purpose of amending and restating the Articles of Incorporation of this Association pursuant to the laws of the State of Florida, the undersigned, being the President of the Association, has caused these Amended and Restated Articles of Incorporation of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC. to be executed this 23<sup>RD</sup> day of March, 2006.

WITNESSES:

ASSOCIATION:

EVERGREEN VILLAGE OF TIMBER  
PINES HOMEOWNER'S  
ASSOCIATION, INC.

A Florida corporation not-for-profit

Donna Rose  
Print: DONNA ROSE

By: John Barrett  
John Barrett, President

Sharon Mayberry  
Print: Sharon Mayberry

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of March, 2006 by John Barrett, as the President of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either X personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

Frankline B. Drooger  
Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

CERTIFICATION

THE UNDERSIGNED, being the President and Secretary of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association") hereby certify that the foregoing Amended and Restated Articles of Incorporation of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC. has been approved by at least two-thirds (2/3) of the entire membership of the Association at a meeting held on the 23<sup>RD</sup> day of March, 2006. This certification is given pursuant to the provisions of Article XII of the original Articles of Incorporation.

DATED this 23<sup>RD</sup> day of March, 2006.

EVERGREEN VILLAGE OF TIMBER  
PINES HOMEOWNER'S  
ASSOCIATION, INC.

A Florida corporation not-for-profit

Donna Rose  
Print: DONNA ROSE

Sharon Mayberry  
Print: Sharon Mayberry

Donna Rose  
Print: DONNA ROSE

Sharon Mayberry  
Print: Sharon Mayberry

By: John Barrett  
John Barrett, President

By: Dan Stocker  
Dan Stocker, Secretary/Treasurer

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2006 by John Barrett, as the President of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either  personally known to me or  has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

*Frankline B. Drooger*

Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2006 by Dan Stocker, as the Secretary/Treasurer of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either  personally known to me or  has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

*Frankline B. Drooger*

Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

Return to Evergreen Village of Timber Pines, Inc.  
6872 Timber Pines Blvd.  
Spring Hill, FL 34606

2010003763  
TRACEY 2714/1453

OFFICIAL RECORDS  
BK: 2714 PG: 1453

*R ew*

**AMENDMENT TO THE BYLAWS FOR EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.**

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions, Restrictions & Bylaws for Evergreen Village Of Timber Pines Homeowner's Association Inc. has been recorded in O.R. Book 2230, pages 1925 - 1962 of the Public Records of Hernando County, Florida; and

**WHEREAS**, twenty-five percent (25%) of the votes either in person or by proxy, shall constitute a quorum; and

**WHEREAS**, Article XI, Amendments Section 1, Requirements to Amend, of said Bylaws calls for the approval at an annual or special meeting of the members at which a quorum is present, by a vote of fifty-one percent (51%) of members present in person or by proxy; and

**WHEREAS**, more than fifty-one percent (51%) of the members present or by proxy have expressed their desire to amend the Bylaws; and

**NOW THEREFORE**, Article IV, Board of Directors: Election and Term of Office - Section 1. Number, is hereby amended to read in its entirety as follows:

**Section 1. Number.** The affairs of the Association shall be managed by a Board of five (5) directors, ~~who shall be members of the Association.~~

CODING: Words ~~stricken~~ are deletions, words underlined are additions.

STATE OF FLORIDA  
COUNTY OF HERNANDO



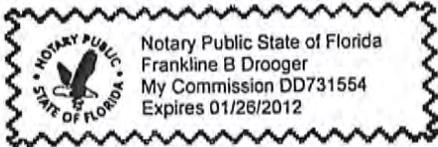
BEFORE ME, Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appears John Barrett, President and Daniel Stocker, Secretary, Evergreen Village of Timber Pines Homeowner's Association, Inc., and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purpose therein expressed, as such officer, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at SPRING HILL, said County and State, this 14<sup>TH</sup> day of January 2010.

*Frankline B Drooger*  
Notary Public, State of Florida

*John Barrett*  
John Barrett, President

*Daniel R Stocker*  
Daniel Stocker, Secretary



01/22/2010 11:57AM # Pages 1  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

AMENDED AND RESTATED  
BYLAWS  
OF  
EVERGREEN VILLAGE OF TIMBER PINES  
HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6872 Timber Pines Boulevard, Spring Hill, Florida 34606, but meetings of members and directors may be held at such places within the State of Florida, County of Hernando, as may be designated by the Board of Directors.

ARTICLE II  
DEFINITIONS

All terms used in these Amended and Restated Bylaws shall be consistent with and have the same meanings as the defined terms in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Evergreen Village of Timber Pines, including all amendments thereto.

ARTICLE III  
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held in December of each year, unless the Board of Directors deems it necessary to move the annual meeting to another time. The Association shall hold a meeting for all members within fourteen (14) months of its last annual meeting of members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of fifty-one percent (51%) of Owners who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting and in case of a special meeting, the purpose of the meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 6 of Article VI of the Declaration shall be given in accordance with the Declaration.

(b) Notice of all other meetings shall be given at or by delivering at least fifteen (15) days in advance to each member, either by mailing or by delivering a copy of such notice, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member's address.

(c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice be given to such co-owner and the co-owner has furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence at any meeting of members of twenty-five percent (25%) of the votes, either in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the Members present who are entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Vote Required. At every meeting of members, the owner or owners of each lot, either in person or by proxy, shall have the right to cast one Member vote on any issue requiring a vote. The vote of the majority of the votes cast, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

Section 7. Order of Business. The order of business at all annual or special meetings of Members shall be as follows:

- A. Roll Call;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes of previous meeting;
- D. Reports of Officers;
- E. Reports of Committees;
- F. Election of officers or directors (if election to be held);
- G. Unfinished business;
- H. New business; and
- I. Adjournment.

#### ARTICLE IV

#### BOARD OF DIRECTORS: ELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of five (5) directors, who must be members of the Association.

Section 2. Term of Office. The term of office for all directors shall be three (3) years. One-third of Board members (two, two, and one) will be elected each year. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

Section 3. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the members entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which action they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved by the written approval of all the directors shall have the same effect as though the action was taken at a meeting of the directors.

Section 6. Election of Directors. Elections to the Board of Directors shall be by secret written ballot. At such election, each Member or proxy may cast, in respect to each such vacancy, one vote per Lot owned. The person(s) receiving the highest number(s) of votes cast for each office shall be elected. Cumulative voting is not permitted.

## ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be fixed from time to time by a majority of the Board of Directors. Notice of said meeting shall be given to each director, personally or by mail, telephone, facsimile or email at least forty-eight (48) hours prior to each meeting, but nothing contained herein shall be deemed to disallow any director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day that is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors present in person at a duly called meeting shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present in person at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

## ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. In addition to the powers specified in the Declaration, including all amendments thereto, the Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the owners, residents and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right of use of the Common Areas and recreational facilities of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association. Such right to use of the Common Areas and recreational facilities may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract with a third party for the management of the Property and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the Bylaws to have the approval of the Board of Directors or the membership of the corporation; and

(f) perform all obligations, duties and powers conferred in the Declaration, including all amendments thereto, the Articles of Incorporation or these Bylaws.

Section 2. Duties. In addition to the duties specified in the Declaration, including all amendments thereto, it shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by fifty-one percent (51%) of members who are entitled to vote;

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

(c) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment:

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association and such other insurance that, in the opinion of a majority of the directors, may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased or decreased at the discretion of the majority of the members of the Board of Directors;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration;

(g) ensure that the appropriate governmental tax returns are prepared and filed; and, in compliance with Revenue Billing 70-604, the corporation elects to apply excess assessments to help reduce future years' assessments. Therefore, no tax is due on the excess assessments; and

(h) enforce the provisions of the Declaration and the rules and regulations for the Properties.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a secretary and a treasurer, who need not be members of the Board of Directors; and, such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors, which shall immediately follow the adjournment of each annual meeting of Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

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

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

Section 6. Vacancies. A vacancy in any office may be filled by appointment by a majority of the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The President shall: preside at all meetings of the Board of Directors and at all meetings of the members; see that orders and resolutions of the Board of Directors are carried out; sign all leases, mortgages, deeds and other written instruments and, sign all checks and promissory notes or authorize same to other officers or directors as may be necessary from time to time.

(b) Vice President. The Vice President shall: act in the place and stead of the President in the event of his absence, inability or refusal to

act; and, exercise and discharge such other duties as may be required of him by the Board of Directors.

(c) Secretary. The Secretary shall ensure that: a record of the votes and minutes of all meetings and proceedings of the Board of Directors and of members are kept; the corporate seal of the Association is affixed on all papers requiring said seal; notice of meetings of the Board of Directors and of members is served; appropriate current records showing members of the Association, together with their addresses is kept; and other duties required by the Board of Directors are performed.

(d) Treasurer. The Treasurer shall: receive and deposit in appropriate bank accounts all monies of the Association; disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause a financial report of the Association books to be made by a public accountant at the completion of each fiscal year; and, prepare an annual budget and a statement of income and expenditures to be presented to the membership at the annual meeting of Members and deliver a copy of each to the Members.

#### ARTICLE VIII COMMITTEES

The Board of Directors may, at its discretion, create special committees as it sees fit from time to time. The Board of Directors shall appoint standing committees as are required under the Declaration, the Articles of Incorporation or these Bylaws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board of Directors may, from time to time, determine in its discretion.

#### ARTICLE IX OFFICIAL RECORDS

The official records of the Association shall be subject to inspection and copying by any member as provided by Section 720.303(4) of the Florida Statutes, as amended from time to time.

#### ARTICLE X CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: **EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.**, Florida, "Not-For-Profit", 1995.

**ARTICLE XI  
AMENDMENTS**

Section 1. Requirements to Amend. These Bylaws may be amended at an annual or special meeting of members at which a quorum is present, by a vote of fifty-one percent (51%) of members present, in person or by proxy.

Section 2. Control of Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration, the Articles of Incorporation, and/or these Bylaws, the Declaration shall control.

**ARTICLE XII  
MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

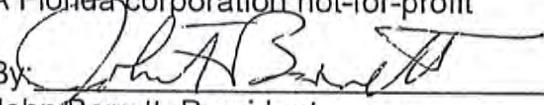
Section 2. Indemnification. The Association shall indemnify any officer or director or any former officer or former director to the full extent permitted by law.

Section 3. Insurance. The Board of Directors may, but is not required to, carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

The foregoing was adopted as the Amended and Restated Bylaws of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit under the laws of the State of Florida, at a meeting of the members on the 23<sup>rd</sup> day of March, 2006 and replaces all previously adopted Bylaws of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.

**EVERGREEN VILLAGE OF TIMBER PINES  
HOMEOWNER'S ASSOCIATION, INC.**

A Florida corporation not-for-profit

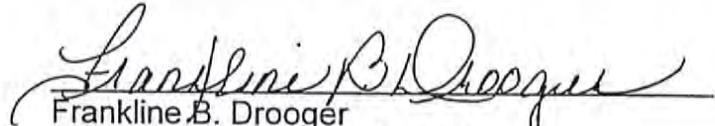
By:   
John Barrett, President

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2006 by John Barrett, as the President of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either X personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

  
Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

CERTIFICATION

THE UNDERSIGNED, being the President and Secretary of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association") hereby certify that the foregoing Amended and Restated Bylaws of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC. have been approved by a majority (51%) of the members present or by proxy at a meeting of the Association held on the 23<sup>rd</sup> day of March, 2006 in which a quorum was achieved. This certification is given pursuant to the provisions of Article XIII of the original Bylaws of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC.

DATED this 23<sup>rd</sup> day of March, 2006.

**EVERGREEN VILLAGE OF TIMBER  
PINES HOMEOWNER'S  
ASSOCIATION, INC.**

A Florida corporation not-for-profit

Donna Rose  
Print: DONNA ROSE

Sharon Mayberry  
Print: Sharon Mayberry

Donna Rose  
Print: DONNA ROSE

Sharon Mayberry  
Print: Sharon Mayberry

By: John H. Barrett  
John Barrett, President

By: Dan Stocker  
Dan Stocker, Secretary/Treasurer

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2006 by John Barrett, as the President of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either  personally known to me or  has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

*Frankline B. Drooger*

Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2006 by Dan Stocker, as the Secretary/Treasurer of EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit. He/She is either  personally known to me or  has produced \_\_\_\_\_ driver's license as identification.



Frankline B. Drooger  
My Commission DD267605  
Expires January 26, 2008

*Frankline B. Drooger*

Frankline B. Drooger  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 1/26/08  
My Commission No.: DD 267605

R-ENV

Return to Evergreen Village of Timber Pines Homeowners Association, Inc.  
6872 Timber Pines Blvd.  
Spring Hill, FL 34606

**AMENDMENT TO THE BYLAWS FOR EVERGREEN VILLAGE OF TIMBER PINES HOMEOWNERS ASSOCIATION, INC.**

**WHEREAS**, the Amended and Restated Bylaws for Evergreen Village Of Timber Pines Homeowners Association Inc. has been recorded in O.R. Book 2230, pages 1952 - 1962 of the Public Records of Hernando County, Florida; and

**WHEREAS**, twenty-five percent (25%) of the votes either in person or by proxy, shall constitute a quorum; and

**WHEREAS**, Article XI, Amendments Section 1, Requirements to Amend, of said Bylaws calls for the approval at an annual or special meeting of the members at which a quorum is present, by a vote of fifty-one percent (51%) of members present in person or by proxy; and

**WHEREAS**, more than fifty-one percent (51%) of the members present or by proxy have expressed their desire to amend the Bylaws; and

**NOW THEREFORE**, Article IV, Board of Directors: Election and Term of Office - Section 2. Term of Office; is hereby amended to read in its entirety as follows:

**Section 2. Term of Office.** The term of office for all directors shall be three (3) years. One (1) board member will be elected each year. ~~One third of Board members (two, two and one) will be elected each year.~~ The eligibility of a board member to be elected for more than one (1) term shall not be abridged.

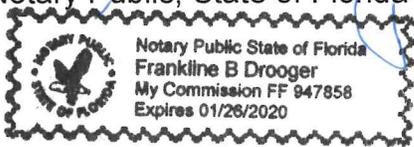
CODING: Words ~~stricken~~ are deletions, words underlined are additions.

STATE OF FLORIDA  
COUNTY OF HERNANDO

BEFORE ME, Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appears Jack Bruner, President and William Borzillo, Secretary, Evergreen Village of Timber Pines Homeowner's Association, Inc., and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purpose therein expressed, as such officer, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at SPRING HILL, said County and State, this 6<sup>th</sup> day of JANUARY 2020.

  
Notary Public, State of Florida



  
Jack Bruner, President

  
William Borzillo, Secretary

INSTR #2020007818 BK: 3803 PG: 1436 Page 1 of 1  
FILED & RECORDED 2/5/2020 3:59 PM TLM Deputy Ck  
Doug Charvat, Jr., HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$10.00