

Restated and Amended

❖ **Declaration of Covenants, Conditions  
and Restrictions**

❖ **Articles of Incorporation**

❖ **By-Laws**

For

Timber Pines Community Association, Inc.

Approved 02/09/01

Amendment approved 02/21/03

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# TABLE OF CONTENTS

## AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TIMBER PINES

DESCRIPTION OF PROPERTY .....	1
ARTICLE	
I. DEFINITIONS .....	2
II. PURPOSE	
1. Operation, Maintenance and Repair of Common Area.....	4
2. Housing for Older Persons .....	4
III. PROPERTY RIGHTS	
1. Owners' Easements of Enjoyment.....	4
2. Delegation of Use .....	5
3. Prohibition of Certain Activities .....	5
4. Signs .....	6
5. Animals .....	6
6. Rules and Regulations .....	6
IV. MEMBERSHIP AND VOTING RIGHTS	
1. Membership .....	6
2. Voting Rights .....	6
V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	
1. Responsibilities .....	6
2. General Manager .....	7
3. Personal Property for Common Use .....	7
4. Insurance .....	7
5. Implied Rights .....	7
VI. COVENANT FOR MAINTENANCE ASSESSMENT	
1. Creation of the Lien and Personal Obligation for Assessments .....	7
2. Purpose of Assessments .....	8
3. Special Assessments for Capital Improvements .....	8
4. Notice and Quorum for Any Action Authorized Under Section 3.....	9
5. Special Assessment for Emergency Operating Costs .....	9
6. Assessment Rate .....	9
7. Exemption from Assessments .....	9
8. Annual Assessments: Due Dates .....	9
9. Effect of Nonpayment of Assessments: Remedies of the Association .....	10

10. Foreclosure .....	10
11. Homestead .....	10
12. Subordination of the Lien to Mortgages .....	11
<b>VII. GENERAL PROVISIONS</b>	
1. Deed Restrictions .....	11
2. Enforcement .....	11
3. Severability .....	12
4. Renewal .....	12
5. Amendments .....	12
6. Interpretation .....	12
<b>VII. EASEMENTS</b>	
1. Utility Easements .....	13
2. Additional Easements .....	13
<b>IX. USE RESTRICTIONS</b>	
1. Use of Accessory Structures .....	13
2. Maintenance of Improvements .....	13
3. Lot Upkeep .....	13
4. Failure to Maintain .....	14
5. Nuisance .....	14
6. Age Restriction .....	14
7. Animals .....	15
8. Signs .....	15
9. Water Retention Areas .....	15
10. Vehicles .....	15
11. Antennas .....	16
<b>X. ARCHITECTURAL</b>	
1. Exterior Change .....	16
2. Failure to Approve .....	16
3. Approval .....	16
4. Liability .....	17

**AMENDED AND RESTATED ARTICLES**

**ARTICLE**

<b>I. NAME AND ADDRESS .....</b>	<b>18</b>
<b>II. DEFINITIONS .....</b>	<b>18</b>
<b>III. REGISTERED OFFICE AND AGENT .....</b>	<b>18</b>
<b>IV. PURPOSE AND POWERS OF THE ASSOCIATION</b>	
1. Purpose of the Association .....	19
2. Powers of the Association .....	20

V.	MEMBERSHIP .....	21
VI.	VOTING RIGHTS .....	21
VII.	BOARD OF DIRECTORS .....	21
VIII.	OFFICERS .....	21
IX.	BY-LAWS .....	22
X.	INDEMNIFICATION .....	22
XI.	DISSOLUTION .....	22
XII.	DURATION .....	23
XIII.	AMENDMENTS .....	23
XIV.	INTERPRETATION .....	23

### AMENDED BY-LAWS

I.	NAME AND LOCATION .....	24
II.	DEFINITIONS .....	24
III.	MEETING OF MEMBERS	
	1. Annual Meeting .....	24
	2. Special Meetings .....	24
	3. Notice of Meetings .....	24
	4. Quorum .....	25
	5. Proxies .....	25
	6. Majority Vote .....	25
	7. Voting Members .....	26
	8. Waiver of Notice .....	26
IV.	BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE	
	1. Number .....	26
	2. Term of Office .....	26
	3. Removal .....	27
	4. Compensation .....	27
	5. Action Taken Without a Meeting .....	27
V.	NOMINATION AND ELECTION OF DIRECTORS	
	1. Nomination .....	27
	2. Election .....	27

<b>VI.</b>	<b>MEETINGS OF DIRECTORS</b>	
	1. Regular Meetings .....	28
	2. Special Meetings .....	28
	3. Quorum .....	28
	4. Waiver of Notice .....	28
	5. Adjourned Meeting .....	28
	6. Joinder of Meeting by Approval of Minutes .....	28
<b>VII.</b>	<b>POWERS AND DUTIES OF THE BOARD OF DIRECTORS</b>	
	1. Powers .....	28
	2. Duties .....	29
<b>VIII.</b>	<b>OFFICERS AND THEIR DUTIES</b>	
	1. Enumeration of Officers .....	30
	2. Election of Officers .....	31
	3. Term .....	31
	4. Special Appointments .....	31
	5. Resignation and Removal .....	31
	6. Vacancies .....	31
	7. Multiple Offices .....	31
	8. Duties .....	31
	9. Duties Fulfilled by General Manager .....	31
<b>IX.</b>	<b>COMMITTEES</b> .....	32
<b>X.</b>	<b>BOOKS AND RECORDS</b> .....	32
<b>XI.</b>	<b>ASSESSMENTS</b> .....	33
<b>XII.</b>	<b>CORPORATE SEAL</b> .....	33
<b>XIII.</b>	<b>AMENDMENTS</b> .....	33
<b>XIV.</b>	<b>FISCAL YEAR</b> .....	33
<b>XV.</b>	<b>CODE OF CONDUCT FOR MEMBERS OF BOARD OF DIRECTORS AND ELECTED OR APPOINTED COMMITTEE MEMBERS</b> .....	34
	<b>CERTIFICATES OF AMENDMENTS</b> .....	35

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**\*\* OFFICIAL RECORDS \*\***  
**BK: 1441 PG: 9**

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

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("**Amended Declaration**"), is made this 9<sup>th</sup> day of February, 2001, by the undersigned owners (collectively the "Consenting Owner") of property identified in Exhibit "A" hereto now known as Timber Pines.

**WITNESSETH:**

WHEREAS, U.S. Home Corporation ("**Developer**"), as the developer and prior owner of the real property described in **Exhibit "A"** incorporated herein by reference and as subsequently amended, subjected said property to the easements, covenants, conditions and restrictions set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 501, beginning at Page 1665, of the Public Records of Hernando County, Florida (the "**Original Declaration**"), which Original Declaration has been supplemented and/or amended by the following: Supplement to Master Declaration of Covenants, Conditions, and Restrictions for Timber Pines, as recorded in O.R. Book 522, beginning at Page 541, of the Public Records of Hernando County, Florida; Supplement to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 533, beginning at Page 89, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 671, beginning at Page 145, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 706, beginning at Page 667, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 716, beginning at Page 1140, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants,

Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 726, beginning at Page 1544, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 727 beginning at Page 489, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 920, beginning at Page 960, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 980, beginning at Page 1497, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 1047, beginning at Page 488, of the Public Records of Hernando County, Florida and which all together are hereinafter collectively referred to as the "**Amendments.**" The Original Declaration and Amendments are sometimes hereinafter collectively referred to as the "**Declaration**";

WHEREAS, the Developer no longer owns any of the Properties (as defined herein) within Timber Pines; and

WHEREAS, Article VIII of the Original Declaration provides in Section 4 in pertinent part that the Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners; and

WHEREAS, the Consenting Owners constitute not less than two-thirds of the lot owners; and

WHEREAS, the Consenting Owners intend by this Amended Declaration to clarify and amend the Declaration by incorporating all the Amendments to the Original Declaration into a single, comprehensive document and making such additional changes as are necessary to address the fact that the Developer no longer owns any Properties within Timber Pines and making such other changes as they have deemed to be appropriate, and hereby amend and file this Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines which supersedes and replaces the prior Declaration and all amendments thereto;

NOW THEREFORE, the Owners hereby amend the Declaration to provide as follows:

## **ARTICLE I DEFINITIONS**

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications to those Articles.

Section 2. "Assent of 2/3<sup>ds</sup> of all members" shall mean and refer to one vote per lot, regardless of the number of members who may own that lot. In no event shall this term be construed to mean more than one vote per lot.

Section 3. "Association" shall mean and refer to Timber Pines Community Association, Inc., its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Association's Board of Directors.

Section 5. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications to those By-Laws.

Section 6. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The initial Common Area shall be that certain real property more particularly described on Exhibit "B".

Section 7. "Declarant" shall mean and refer to not only U.S. Home Corporation, a Delaware Corporation, but also to any successor, alternate or additional Declarant appointed by U.S. Home Corporation as a successor, alternate or additional Declarant by an instrument in writing, specifically setting forth that such successor, alternate or additional Declarant is to have, together with U.S. Home Corporation, the Declarant's rights, duties, obligations and responsibilities, in whole or in part, for all or any portion of the Properties.

The term "Declarant" shall not include any person or party who purchases a Lot, from Declarant, unless such purchaser is specifically assigned by a separate recorded instrument, some or all of the Declarant's rights under the Declaration with regard to the conveyed property.

Section 8. "Lot" shall mean and refer to any specific residential plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area. Lots may contain detached or attached housing.

Section 9. "Member" shall mean and refer to a member of the Association.

Section 10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding all others having such interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to that certain real property described on the Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Amended Declaration.

**ARTICLE II  
PURPOSE**

**\*\* OFFICIAL RECORDS \*\*  
BK: 1441 PG: 12**

Section 1. Operation, Maintenance and Repair of Common Area.

- A. The Declarant, in order to ensure 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 other matters of concern to Declarant, has organized the Association.
- B. The purpose of the Association shall be to:
1. operate, maintain and repair the Common Area, including, but not limited to roadways and retention areas, and any improvements thereon;
  2. maintain certain decorative entranceways to the Properties within the Properties designated by the Board of Directors;
  3. pay for the cost of street lighting and other utilities for the Common Area; and
  4. take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation or By-Laws or this Declaration, and with regard to any other areas as designated by the Board of Directors or authorized by law.

Section 2. Consistent with Association's intent to provide housing for older persons, the Board of Directors of the Association, notwithstanding anything to the contrary contained in this Amended Declaration, may alter existing facilities or services, monitor occupancy, adopt reasonable rules and regulations to meet the physical or social needs of older persons in order to be in compliance with the Fair Housing Amendments Act of 1988 and as amended.

**ARTICLE III  
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive 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 By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

- the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, which fees may be used to discharge the general financial obligations of the Association;
- C. in no event shall the Common Area or any part thereof be open to the general public;
  - D. the right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any annual assessment or installment thereof levied under this Amended Declaration against Owner's Lot, remains unpaid in excess of 90 days; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;
  - E. the right of the Association to sell, lease or transfer all or any part of the Common Area as provided by its Articles to any public agency or utility or government entity; provided, however, that any sale, lease or transfer of any part of the Common Area shall require the approval by affirmative vote of two-thirds (2/3) of all Members. This paragraph may not be amended without the approval by affirmative vote of two-thirds (2/3) of all Members;
  - F. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and
  - G. 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 By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot provided that the Owner waives his use in a writing filed with the Association. The Association may require the provision of necessary information, the completion of a form application, and the payment of a non-refundable fee to process such delegations or waivers and any modification of same.

Section 3. Prohibition of Certain Activities.

- A. 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.
- B. 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.
- C. No person shall maintain, alter, improve, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs. No sign of any kind shall be displayed in or on the Common Area without the prior written approval of the Board of Directors.

Section 5. Animals. No animals 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. The Board of Directors may promulgate reasonable rules and regulations governing the use of the Common Area which shall be binding upon all persons within the properties, including but not limited to owners, residents, invitees, vendors and guests.

#### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership.

- A. Every Owner of a Lot which is subject to assessment shall be a Member of the Association, subject to and bound by the Articles, By-Laws, Rules and Regulations, and this Amended Declaration. Ownership of a Lot, as determined by the Official Records of Hernando County, shall be the sole qualification for membership.
- B. When any Lot is owned of record by two or more persons or by any other legal entity, all such persons or entities shall be Members.
- C. An Owner of more than one Lot shall be entitled to one membership for each such Lot.
- D. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment and membership shall be automatically transferred by conveyance of that Lot upon recording of the instrument of conveyance in the Official Records of Hernando County.

Section 2. Voting Rights. The Association shall have only one class of voting membership. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determines, but in no event shall more than one vote be cast per Lot nor shall any split vote be permitted with respect to such Lot.

#### **ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Amended Declaration, shall be responsible for the exclusive management

and control of the Common Area and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. General Manager. The Association may obtain, employ and pay for the services of an entity or person who is a Licensed Community Association Manager, hereinafter called the "General Manager" to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by a management company.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting, maintaining and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Amended Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privilege granted herein or therein.

## ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation for Assessments.

- A. The Declarant, for each Lot owned within the Properties, has covenanted, and 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 or periodic assessments or charges and special assessments for reserves for the replacement, maintenance or repair of the capital improvements; and

- 2) special assessments for capital improvements and emergency operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge against the land and shall be a continuing lien upon the property upon which such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of such property at the time when the assessment fell due.
- B. 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 Owner may have to recover from the previous Owner the amounts paid by the Owner which may have been the obligation of the previous Owner.

Section 2. Purpose of Assessments.

- A. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the performance of other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws.
- B. Without limiting the generality of the forgoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the cost of maintenance, repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; and such other needs as may arise.

Section 3. 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 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 proxies entitled to cast one-third (1/3) of all the votes of membership shall constitute a quorum.

Section 5. Special Assessment for Emergency Operating Costs. 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, any cost or expense which is deemed to be an emergency. As used herein, the term "emergency" shall mean an expense which is unforeseen and is the result of a natural disaster or one which threatens to harm any person or property within the subdivision or interrupts or threatens to interrupt essential services such as utilities or essential operational expenses such as insurance. Foreseeable expenses, costs of improvements or upgrades, budget overruns, and routine maintenance or operation expenditures shall not be deemed to be an emergency for the purpose of this section.

Section 6. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Lot. Special assessments shall be assessed equally for each Lot.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area of this Association or any other Homeowners' Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property exclusively utilized for commercial purposes.

Section 8. Annual Assessments: Due Dates.

- A. The Board of Directors shall fix the amount of the annual assessment to be paid monthly against each Lot at least thirty (30) days in advance of each annual assessment period.
- B. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for the annual assessment or periodic installments thereof shall be established by the Board of Directors.
- C. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent 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. Effect of Nonpayment of Assessments: Remedies of the Association.

- A. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.
- B. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum.
- C. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot. Election of one remedy by the Association shall not preclude alternative remedies.
- D. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 10. Foreclosure.

- A. The lien for sums assessed pursuant to this Amended Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida.
- B. In any such foreclosure, the Owner shall be required to pay all subsequently accruing assessments through the date of payment and all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs, attorney's fees and expenses shall be secured by the lien being foreclosed.
- C. The Owner shall also be required to pay the Association any assessments against the Lot which shall become due during the period of foreclosure and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure.
- D. The Association shall have the right and power to bid at the foreclosure or other forced sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 11. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by the Declaration or by this Amended Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Amended Declaration, but is to be construed in its favor.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII**  
**GENERAL PROVISIONS**

Section 1. Deed Restrictions.

- A. In addition to this Declaration, the Declarant has recorded for parts of the Properties specific Deed Restrictions, Declaration of Covenants, Conditions and Restrictions, or Community Association documents, applicable thereto either by master instrument or individually recorded instruments which shall not be inconsistent with this Declaration or any amendment hereto.
- B. To the extent that part of the Properties are made subject to such specific documents, such land shall be subject to both the specific documents and this Declaration. In the event that there is a conflict, this Declaration shall prevail.
- C. The Association shall have the power to enforce all restrictions if expressly provided for therein and, in its discretion, to exercise any authority granted to it by them.

Section 2. Enforcement.

- A. The Association or any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceeding at law or in equity.
- B. 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.
- C. 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 or she 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.

- D. The Association may levy a fine against an Owner, occupant of a Lot, licensee or invitee for failure to comply with the provisions of the Declaration, By-laws or Rules and Regulations. No fine may exceed \$100 per violation. A fine may be levied on the basis of each day of a continuing violation up to an aggregate of \$1,000.
- E. Any fine against an Owner which remains unpaid for 30 days may become a lien against the Owner's Lot and subject to collection remedies provided in Article VI. No fine may be levied for non-payment of assessments.
- F. No fine may be levied except after giving reasonable notice and an opportunity for a hearing before a committee of non-Board members.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 4. Renewal. The covenants and restrictions of this Amended Declaration shall run with and bind the land for a period of thirty (30) years from the date the Original Declaration was recorded in O.R. Book 501, Page 1665 of the Official Records of Hernando County, Florida, on April 19, 1982, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Amendments. Amendments to this Amended Declaration shall require the assent of two-thirds (2/3) of all Members. The foregoing shall be construed to require two-thirds of all Members. For example, if there are 3,452 members, an amendment must receive the affirmative approval of not less than 2,302 members. Voting may be done by proxy or ballot at any regular or special meeting of the membership duly called and convened. All amendments must be recorded in the Official Records of Hernando County, Florida.

Section 6. 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 substantive provisions hereof.

**ARTICLE VIII  
EASEMENTS**

Section 1. Utility Easements. 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). The utilities and applicable government agencies having jurisdiction there over and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Lot Owner whether or not the utility company or governmental agency properly maintains the easement area.

Section 2. Additional Easements. Declarant has reserved the right for the Board of Directors, without joinder or consent of any person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water or other utility easements, 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 Properties, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

**ARTICLE IX  
USE RESTRICTIONS**

Section 1. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings may be erected or placed on any lot.

Section 2. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon his or her Lot, including, without limitation, the residential dwelling. No Owner shall change the exterior color of the dwelling on his Lot, including the roof thereof without the prior written approval of the Board of Directors or the Architectural Control Committee.

Section 3. Lot Upkeep.

- A. Each Lot shall be maintained in a neat condition by the Owner thereof. All trash and debris must be promptly removed.

- B. Each Lot upon which there is a completed dwelling shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include the portion of property from the boundary of the lot to the adjacent Common Area, paved road surface or adjacent lot.
- C. "Neat" as used herein shall require, at a minimum, that the lawn be cut no less frequently than every three (3) weeks in the months of June through October and no less frequently than every four (4) weeks in the months of November through May and fertilized and treated for weeds, insects and diseases as often as needed to control weeds, insects and diseases. Mulched areas shall be kept free of weeds so that its appearance is in harmony with the neighborhood.
- D. All Lots and Units must have grassed lawns. No gravel or similar type yard covers are permitted.

Section 4. Failure to Maintain. If the Owner of a Lot shall fail to maintain his Lot as required, 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. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor shall be secured by a lien on the Lot as provided within Article VI of this Declaration.

Section 5. Nuisances.

- A. No noxious or offensive activity shall be carried on upon any Lot or Common Area, and nothing shall be done thereon which may be or become an annoyance or nuisance to any other Owner or resident.
- B. No automobile or other mechanical repairs shall be conducted on any Lot other than in a garage and concealed from public view. Notwithstanding the foregoing, emergency repairs such as changing flat tires or jumping batteries may be conducted as necessary. For purposes of this section, routine maintenance and the changing of fluids shall not be considered as an emergency repair.

Section 6. Age Restriction. Each Lot upon which improvements are completed and which has one (1) or more occupants shall have at least one (1) occupant who is fifty-five (55) years of age or older, all other occupants who reside therein in excess of eight (8) weeks or 56 days in any calendar year must be at least eighteen (18) years of age. A resident of a lot who is under the age of fifty-five (55) and who resides with a qualifying occupant age fifty-five (55) years or older will be allowed to remain as an occupant of that lot, after the qualifying person permanently departs that lot, provided that at least 80% of the lots are occupied by at least one person age fifty-five (55) years or older. The Association shall have the right to promulgate reasonable rules and regulations governing the visitation and temporary residence of persons under the age of eighteen (18) years.

Section 7. Animals.

- A. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood.
- B. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property.
- C. No dangerous or aggressive animals shall be brought onto the Properties or kept on any Lot or on any common area. All animals shall be on a leash when outside the Owner's Lot.

Section 8. Signs. Except as provided herein, no signs shall be displayed on Lots. Permissible signs shall be limited to the following: no more than two professionally made "for sale" or "for rent" signs per lot, not exceeding 36" x 24"; one professionally made yard sign and professionally made window stickers as part of a security system; and a name plate displayed on the front door or adjacent thereto or on the lamp post shall be permitted.

Section 9. Water Retention Areas. Swimming or bathing in water retention areas is prohibited. Docks or other structures may not be erected in water retention areas without the prior written approval of the Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors and such rules and regulations as the Board of Directors may adopt from time to time.

Section 10. Vehicles.

- A. All vehicles operated within the properties shall be driven as if Chapter 316 of the Florida Statutes fully apply to the roads within Timber Pines. The Board of Directors may promulgate additional rules and regulations governing the operation of vehicles within Timber Pines.
- B. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage.
- C. No commercial vehicle other than those temporarily present on business or to provide service may be parked within the Properties or on any Lot.
- D. Any vehicle parked in violation of this Section 10 may be towed from the Properties at the expense of the owner of the vehicle.
- E. Boats, campers, trailers, mobile homes and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties, if such are kept inside a garage and concealed from public view or parked in the RV parking area as designated by the Board of Directors.

- F. Recreational vehicles are those vehicles designed or modified to provide two or more of the following: cooking, a bed, plumbing, or a generator independent of the vehicle's motor. Recreational vehicles may be parked on the driveway of a Lot for up to 24 hours before and after a trip provided that the trip is of at least 72 hours duration.

Section 11. Antennas. 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 which 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 Association.

## **ARTICLE X ARCHITECTURAL CONTROL**

Section 1. Exterior Change. No exterior change or modification shall be made to any residential dwelling on a Lot, nor shall any fence, wall, structure or improvement be added to a Lot, until the plans and specifications showing the nature, kind, shape, height, dimensions, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board.

Section 2. Failure to Approve. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications and all additional information reasonably requested by the Board or committee designated have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Approval. No approval shall be given by the Board of Directors or by its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall:

- A. assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties;
- B. protect and conserve the value and desirability of the Properties as a residential community;
- C. be consistent with the provisions of this Amended Declaration;
- D. conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties; and

- E. not adversely affect the value, use or enjoyment of any other Lot or Common Area.

Section 4. Liability. Neither the Association, the Board, nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article. Approval by the Association shall not be a substitute for compliance with any applicable building or safety code and the issuance of a building permit shall not be a substitute for approval by the Association. Approval by the Association shall not constitute a finding that the modification is safe or properly constructed or designed.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
TIMBER PINES COMMUNITY ASSOCIATION, INC.**

In compliance with the requirements of Chapters 617 and 720 of the Florida Statutes, as amended from time to time, and the Articles of Incorporation of this Corporation, the Members of the Timber Pines Community Association, Inc. have by a vote of not less than two-thirds of its members, a vote sufficient to approve such amendments, at the meeting held February 9<sup>th</sup>, 2001, the following Amended and Restated Articles of Incorporation of the Timber Pines Community Association, Inc. were approved.

**ARTICLE I  
NAME AND ADDRESS**

The name of the corporation is TIMBER PINES COMMUNITY ASSOCIATION, INC., hereafter called the "**Association.**" The principal office of the Association is located at 6872 Timber Pines Boulevard, Spring Hill, Florida 34606.

**ARTICLE II  
DEFINITIONS**

All terms defined in the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines and in the Amended and Restated By-Laws of the Timber Pines Community Association, Inc. shall have the same meaning when used herein.

**ARTICLE III  
REGISTERED OFFICE AND AGENT**

The street address of the registered office of the Association shall be as reported by the Board of Directors to the Secretary of State of the State of Florida from time to time. The name of the Association's registered agent at such address shall be determined by the Board of Directors from time to time.

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

Section 1. Purpose of the Association.

- A. This Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the Property described in the Declaration and any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- B. The purpose of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area and certain other land within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration.

Section 2. Powers of the Association.

The Association is empowered to:

- A. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration;
- B. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith and all office and other expenses incident to the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- C. subject to the restrictions contained in the Declaration, these Articles and the By Laws, acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public utility or governmental use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- D. borrow money, and with the approval of two-thirds (2/3) of all Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

- E. dedicate, sell or transfer all or any part of the Common Area. No such dedication, sale or transfer shall be effective unless approved by the affirmative vote of two-thirds (2/3) of all Members. For example, if there are 3,452, the approval of 2,302 Members shall be required. An instrument shall thereafter be signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer and recorded in the Public Records of Hernando County, Florida. This paragraph may not be amended without the approval by affirmative vote of two-thirds (2/3) of all Members.
- F. grant easements as to the Common Area to public and private utility companies, including cable television and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;
- G. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the affirmative vote of two-thirds (2/3) of all Members;
- H. annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property hereby annexed;
- I. from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles;
- J. contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration; and
- K. have and exercise any and all powers, rights and privileges which a not for profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise and such powers, rights and privileges which a homeowners association may now or hereafter have or exercise.

**ARTICLE V  
MEMBERSHIP**

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the provisions of the Declaration to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities other than contract sellers that hold an interest merely as security for the performance of an obligation.

Section 2. Ownership as determined by record title in the official records of Hernando County, Florida and as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. An owner of more than one (1) such Lot shall be entitled to one (1) membership for each Lot owned by him/her.

Section 3. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance of that Lot when recorded in the Official Records of Hernando County, Florida.

**ARTICLE VI  
VOTING RIGHTS**

When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than one vote be cast for each Lot. All votes shall be cast in the manner provided in the By-Laws.

**ARTICLE VII  
BOARD OF DIRECTORS**

The term of office and the number of Directors shall be established in the By-Laws.

**ARTICLE VIII  
OFFICERS**

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

**ARTICLE IX  
BY-LAWS**

The first By-Laws of the Association were adopted by the Board of Directors. The By-Laws may be altered, amended or rescinded in the manner provided by the By-Laws.

**ARTICLE X  
INDEMNIFICATION**

Section 1. Every Director, Officer, Appointee of the Board, or Committee Member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or to which he or she may become involved by reason of his or her being or having been a Director, Officer, Appointee of the Board, or Committee Member of the Association, whether or not he or she is a Director, Officer, Appointee of the Board or Committee Member at the time such expenses are incurred.

Section 2. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors, Officers, Appointee of the Board or Committee Members may be entitled, but shall not apply to any incident in which the Officer, Director, Appointee of the Board or Committee Member has violated a criminal statute then in effect in the State of Florida or in which the Director, Officer, Appointee of the Board or Committee Member is found to have benefited financially or whose conduct constitutes an act of fraud.

**ARTICLE XI  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in equal shares to the Owners and to all secured parties as their interest may appear. This Article XI shall not be amended except upon the affirmative vote of two-thirds (2/3) of all Members.

**ARTICLE XII  
DURATION**

**\*\* OFFICIAL RECORDS \*\*  
BK: 1441 PG: 32**

The corporation shall exist perpetually.

**ARTICLE XIII  
AMENDMENTS**

Amendments of these Articles shall require the assent of two-thirds (2/3) of all Members at any regular or special meeting of the membership duly called and convened at which a quorum is present in person or by proxy.

**ARTICLE XIV  
INTERPRETATION**

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent that the provisions hereof shall be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and the Declaration shall be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

**AMENDED AND RESTATED BY-LAWS OF  
TIMBER PINES COMMUNITY ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

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

**ARTICLE II  
DEFINITIONS**

Section 1. "Declaration" shall mean and refer to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines applicable to the Properties recorded in the Public Records of Hernando County, Florida and as amended from time to time.

Section 2. All other terms defined in the Declaration shall have the same meaning when used herein.

**ARTICLE III  
MEETING OF MEMBERS**

Section 1. Annual Meeting. The annual meeting of the Members shall be held in February of each year at a place, on a date and at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

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 the 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 3 of Article VI of the Declaration shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice to the Member's address appearing in the records of the Association or the address supplied in writing by the Member to the Association for the purpose of notice, or by delivering the same to the Member's address.
- B. Notice of all other meetings of the Members shall be given at least fifteen (15) days in advance to each Member, either by mailing or 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. 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 furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, 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. Majority Vote. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which a quorum is established shall constitute the acts of the Members, except when approval by a greater or different vote is required by the Declaration, the Articles or these By-Laws.

Section 7. Voting Members.

- A. The right to vote for a Lot shall be established by the record title to the Lot as reflected in the Official Records of Hernando County, Florida. If a Lot is owned by more than one person, they shall determine amongst themselves who shall cast the vote for their Lot, such that there shall be only one vote cast for each Lot. In the event that more than one vote is cast for any Lot, all votes for that Lot shall be void.
- B. If a Lot is owned by a corporation or other non-natural entity, the officer, agent or employee thereof entitled to cast the vote of the entity shall be designated in a certificate for this purpose signed by the president or vice-president, or trustee and filed with the Secretary of the Association.
- C. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot, or any trustee of a trust or beneficiary of the trust when title to a Lot is held by that trust, as well as any natural owner of a Lot, shall be known as the "voting member." Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the record ownership of the Lot concerned.

Section 8. Waiver of Notice. Any Member may waive notice of any annual or special meeting of Members by a writing signed before, at, or after such meeting. Attendance by a Member, his/her designated voting member or by his/her proxy at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting, except as specifically reserved by the Member at the start of the meeting.

**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board consisting of seven (7) Directors.

Section 2. Term of Office. All Directors shall be elected to serve a three (3) year term. To the extent possible, one-third (1/3) of the Directors shall be elected each year. A Director shall continue in office until his/her successor shall be elected and qualified, unless he/she sooner dies, resigns or is removed, or is otherwise disqualified to serve.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, disqualification or removal of a Director, his/her successor shall be selected by the remaining Directors, even though less than a quorum, and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he/she may render to the Association as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her 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 they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, and two (2) or more other Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot or by limited proxy. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If at the close of nominations there are not more nominees than there are vacancies, the nominees for election to the Board shall be elected by acclamation and no vote of the Members shall be required.

## **ARTICLE VI MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board.

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 seventy-two (72) hours notice to each Director.

Section 3. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. Every act or decision done or made by two-thirds (2/3) of the Directors present in person at a duly held meeting of the Directors at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Notwithstanding any provision of these By-Laws as to notice, a Director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a Director shall also act as waiver of notice thereof, except as expressly reserved by that Director at the start of the meeting.

Section 5. Adjourned Meeting. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted.

Section 6. Joinder of Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes shall constitute the presence of such Director for the purpose of determining a quorum to the extent permitted by law and the action taken, and shall also constitute a waiver of notice as to such meeting.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

- A. adopt and publish rules and regulations governing the use of Common Area or Lots, all of which collectively comprise the Properties subject to the Declaration, and to establish penalties for the infraction thereof;

- B. suspend the voting rights and right to use the Common Area, by an Owner for any period during which any annual assessment or installment thereof levied against an Owner's lot, remains unpaid in excess of ninety (90) days.
- C. suspend the right to use common areas and facilities, including recreational facilities, and levy a fine for any person who materially violates the Declaration or any Rule or Regulation. These powers may also be delegated to a committee appointed by the Board. Any such fine shall not exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. No fine or suspension under this section may be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members who are not Directors or spouses of Directors, appointed by the Board;
- D. declare the office of a member of the Board of Directors to be vacant in the event that such member shall have three unexcused absences from consecutive regular meetings of the Board of Directors. Absences shall be deemed "excused" when absences are necessitated by reasons of health, personal emergencies or unavoidable circumstances. Absences shall not be excused when the reasons are unexplained or when the Board of Directors, in its discretion, determines the absence was otherwise reasonably avoidable;
- E. employ a licensed Community Association Manager, independent contractors, or such other employees, as they deem necessary, and to prescribe their duties; and
- F. authorize the execution of any easement as provided in Article IV of the Articles. or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where Member's consent or approval is expressly required by the terms of the Declaration, the Articles or these By-Laws.

**Section 2. Duties.** 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 one-fourth (1/4) of the Members who are entitled to vote;

- B. assure that all officers, agents and employees of this Association properly perform their duties;
- C. as more fully provided in the Declaration:
  - 1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - 2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - 3) foreclose the lien against any property for which assessments are delinquent or bring an action at law against the Owner personally obligated to pay the same.
- D. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- E. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- F. cause the Common Area and other land and improvements, for which the Association is obligated for maintenance by the Declaration, to be maintained;
- G. perform such other functions and duties as may be provided by the Declaration or the Articles and not expressly reserved to the Members; and
- H. perform such other functions and duties as may be permitted or required by law and which are consistent with the corporate purpose.

**ARTICLE VIII**  
**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, and such other officers as the Board may, from time to time, by resolution create.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall continue until his/her successor is elected or appointed unless he/she shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs 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.

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

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

Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the offices, except in the case of special offices created pursuant to Section 4 of this Article.

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

- A. President. The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments as authorized by the Board.
- B. Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and exercise and discharge such other duties as may be required of him/her by the Board.

- C. Secretary. The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
  
- D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disperse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; make available financial reports for the members and provide copies as required by law.

Section 9. Duties Fulfilled by General Manager. The ministerial duties and responsibilities of the Secretary or the Treasurer may be delegated by the Board of Directors to the General Manager, however, the Secretary and Treasurer shall remain responsible for the performance of their respective designated duties and responsibilities. The officers may be assisted in their duties by a licensed Community Association Manager employed by the Association to the extent authorized by the Board of Directors. If a General Manager is employed, or a management company is contracted by the Association, they may have custody of such books of the Association, as the Board deems necessary or appropriate.

## **ARTICLE IX COMMITTEES**

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## **ARTICLE X BOOKS AND RECORDS**

The official records of the Association shall at all times, during reasonable business hours, be subject to inspection and copying (for a reasonable fee) by any Member to the fullest extent provided by Section 720.303 of the Florida Statutes (2000) as amended from time to time.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

TIMBER PINES COMMUNITY ASSOCIATION, INC.  
FLORIDA  
NOT FOR PROFIT  
1982

The Association may use the before described seal, a common seal, or any facsimile thereof.

**ARTICLE XIII  
AMENDMENTS**

Section 1. Amendments of these By-Laws shall require the assent of two-thirds (2/3) of all Members at any regular or special meeting of the membership duly called and convened at which a quorum is present in person or by proxy.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last of December of every year.

**ARTICLE XV**  
**CODE OF CONDUCT FOR MEMBERS OF BOARD OF DIRECTORS**  
**AND ELECTED OR APPOINTED COMMITTEE MEMBERS**

Section 1. The Board of Directors may promulgate guidelines governing the conduct of members of the Board of Directors and all elected or appointed Committee Members.

Section 2. Members of the Board of Directors and Committees of the Association shall never use their authority, position or influence for self service.

Section 3. Elected or appointed members of the Board of Directors or Committees of the Association shall abstain from voting on matters where they have a personal interest. Situations considered to constitute a personal interest include, but are not limited to: financial involvement, the possibility of future financial consideration, favorable impact upon the Member's property to a greater degree than other properties and the interest or presence of friendship, theft or present business relationships or any issue that is directly involved with a Member or a relative of the Member.

Section 4. Elected or appointed Members of the Board of Directors or Committees of the Association shall always put the interest of the community first.

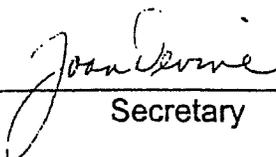
Section 5. Elected or appointed Members of the Board of Directors or Committees of the Association shall not accept gifts or compensation from any vendor or contractor of the Association.

Section 6. Elected or appointed members of the Board of Directors or Committees of the Association shall always endeavor to decide issues and disputes on the merits of the issues without regard to personalities.

Section 7. Volunteers shall not accept compensation for their services.

The foregoing was adopted as the Amended and Restated By-Laws of TIMBER PINES COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, on the 9th day of February, 2001.

**TIMBER PINES COMMUNITY**  
**ASSOCIATION, INC.**

By:   
Secretary

34

**Prepared by and return to:**  
Steven H. Mezer, Esq.  
Bush Ross Gardner Warren & Rudy, P.A.  
220 S. Franklin Street  
Tampa, FL 33602  
(813) 224-9255  
(813) 223-9620 FAX

R 4204.50  
INDEX 5551

**R** - Hold for pick-up  
Timber Pines

**\*\* OFFICIAL RECORDS \*\***  
BK: 1441 PG: 6

**CERTIFICATE OF AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
TIMBER PINES COMMUNITY ASSOCIATION, INC.**

RCD 07M 30 2001 10:01am  
KAREN NICOLAI, CLERK

FILE# 2001-035859  
HERNANDO COUNTY, FLORIDA

We, Gloria Gilbert, as President, and Joan Devine, as Secretary of the Timber Pines Community Association, Inc. hereby attest as follows:

WHEREAS, U.S. Home Corporation, as the developer and prior owner of certain real property described in Exhibit "A", incorporated herein by reference, subjected said property to the easements, covenants, conditions and restrictions set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as Declarant as recorded in O.R. Book 501, beginning at Page 1665, of the Public Records of Hernando County, Florida (the "Original Declaration"), which Original Declaration has been supplemented and/or amended by the following: Supplement to Master Declaration of Covenants, Conditions, and Restrictions for Timber Pines, as recorded in O.R. Book 522, beginning at Page 541, of the Public Records of Hernando County, Florida; Supplement to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 533, beginning at Page 89, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 671, beginning at Page 145, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 706, beginning at Page 667, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 716, beginning at Page 1140, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 726, beginning at Page 1544, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 727 beginning at Page 489, of the Public Records of Hernando County, Florida; Amendments to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 920, beginning at Page 960, of the Public Records of Hernando County, Florida; Amendment to Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in O.R. Book 980, beginning at Page 1497, of the Public Records of Hernando County, Florida;

WHEREAS, the Developer U.S. Home Corporation and Declarant no longer owns any of the Properties (as defined herein) within Timber Pines; and

WHEREAS, Article VIII, section 4 of the Master Declaration of Covenants, Conditions and Restrictions for Timber Pines provides that the covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date Declaration is recorded, after which time they shall be automatically extended for a successive periods of ten (10) years; and

WHEREAS, said Master Declaration of Covenants, Conditions and Restrictions for Timber Pines further provides that this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot, Unit or Parcel Owners and that for so long as the Declarant owns any Lot, Unit or Parcel in the Properties, any amendment of said Declaration must be approved in writing by the Declarant; and

WHEREAS, the Consenting Owners intend by this Amended and Restated Declaration to clarify and amend the Declaration by incorporating all prior Amendments to the Original Declaration into a single, comprehensive document and by making such additional changes as are necessary to address the fact that the Developer no longer owns any Properties within Timber Pines and making such other changes as they have deemed to be appropriate; and

WHEREAS, attached hereto is an instrument signed in multiple parts by not less than two-thirds (2/3) of the Lot, Unit or Parcel Owners approving the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Timber Pines we hereby certify that the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines has been duly approved by a sufficient number of Owners of Lots, Units, or Parcels within Timber Pines and that we have been authorized and directed to record this instrument in the Public Records of Hernando County, Florida.

Dated this 9th day of February, 2001.

(Corporate Seal)

TIMBER PINES COMMUNITY  
ASSOCIATION, INC.

By: Gloria Gilbert  
Gloria Gilbert, President

Joan Devine  
Joan Devine, Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

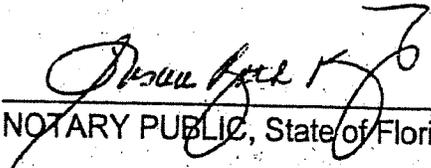
I HEREBY CERTIFY that this 9<sup>th</sup> day of February, 2001 before me personally appeared Gloria Gilbert, and Joan Devine as President and Secretary respectively of Timber Pines Community Association, Inc. to me well known to be the persons who executed before Certificate of Amendment to Master Declaration of Covenants, Conditions and Restrictions and acknowledged before me according to law that each has made and subscribed the same for the purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 9<sup>th</sup> day of February, 2001.

(SEAL)



**SUSAN RUTH KURTZ**  
Notary Public, State of Florida  
My Comm. expires 9/14/04  
Comm No. CC967826

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:  
\_\_\_\_\_

Prepared by and return to:

Steven H. Mezer, Esq.  
Bush Ross Gardner Warren & Rudy, P.A.  
220 S. Franklin Street  
Tampa, FL 33602  
(813) 224-9255  
(813) 223-9620 FAX

**\*\* OFFICIAL RECORDS \*\***  
BK: 1441 PG: 26

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
TIMBER PINES COMMUNITY ASSOCIATION, INC.  
A Corporation Not-For-Profit**

We, Gloria Gilbert, as President, and Joan Devine, as Secretary of Timber Pines Community Association, Inc. hereby certify that at the Annual Meeting of the Membership held February 9, 2001 in accordance with the By-Laws of the Association the Amended and Restated Articles of Incorporation attached hereto were duly approved by not less than two-thirds (2/3) of the total votes cast by the membership, which number is sufficient pursuant to Article XIII of the Articles of Incorporation to approve amendments to the Articles of Incorporation. Therefore, pursuant to the provisions of Section 617.1006, Florida Statutes attached hereto as Exhibit "A" and incorporated by reference herein is the Amended and Restated Articles of Incorporation.

Dated this 9th day of February, 2001.

(Corporate Seal)

TIMBER PINES COMMUNITY  
ASSOCIATION, INC.

By: Gloria Gilbert  
Gloria Gilbert, President

Joan Devine  
Joan Devine, Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that this 9<sup>th</sup> day of February, 2001 before me personally appeared Gloria Gilbert, and Joan Devine as President and Secretary, respectively, of Timber Pines Community Association, Inc. to me well known to be the persons who executed the foregoing Articles of Amendment to the Articles of Incorporation and acknowledged before me according to law that each has made and subscribed the same for the purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 9th day of February, 2001.

(SEAL)



SUSAN RUTH KURTZ  
Notary Public, State of Florida  
My Comm. expires 9/14/04  
Comm No. CC967826

Susan Ruth Kurtz  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

Prepared by and return to:

Steven H. Mezer, Esq.  
Bush Ross Gardner Warren & Rudy, P.A.  
220 S. Franklin Street  
Tampa, FL 33602  
(813) 224-9255  
(813) 223-9620 FAX

**\*\* OFFICIAL RECORDS \*\***  
**BK: 1441 PG: 44**

**CERTIFICATE OF AMENDMENT TO  
BY-LAWS OF TIMBER PINES COMMUNITY ASSOCIATION, INC.**

We, Gloria Gilbert, as President, and Joan Devine, as Secretary of the Timber Pines Community Association, Inc. hereby certify that at the Annual Meeting of the Membership held February 9, 2001 in accordance with the By-Laws of the Association the Amended and Restated By-Laws attached hereto were duly approved by not less than two-thirds (2/3) of the total votes cast by the membership, which number is sufficient pursuant to Article XIII of the By-Laws to approve amendments to the By-Laws. Therefore, attached hereto as Exhibit "A" and incorporated by reference herein is the amended and restated By-Laws.

Dated this 9th day of February, 2001.

(Corporate Seal)



TIMBER PINES COMMUNITY  
ASSOCIATION, INC.

By: Gloria Gilbert  
Gloria Gilbert, President

Joan Devine  
Joan Devine, Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that this 9<sup>th</sup> day of February, 2001 before me personally appeared Gloria Gilbert, and Joan Devine as President and Secretary respectively, of Timber Pines Community Association, Inc. to me well known to be the persons who executed before Certificate of Amendment to the Articles of Incorporation and acknowledged before me according to law that each has made and subscribed the same for the purposes therein mentioned and set forth.

In Witness Whereof, I have hereunto set my hand and official seal this 9th day of February, 2001.

(SEAL)



**SUSAN RUTH KURTZ**  
Notary Public, State of Florida  
My Comm. expires 9/14/04  
Comm No. CC967826

Susan Ruth Kurtz  
NOTARY PUBLIC, State of Florida

My Commission Expires: \_\_\_\_\_



10.50  
Prepared by and return to:

Steven H. Mezer, Esq.  
Bush Ross Gardner Warren & Rudy, P.A.  
Post Office Box 3913  
Tampa, FL 33602

**\*\* OFFICIAL RECORDS \*\***  
BK: 1732 PG: 1289

FILE# 2003-064293  
HERNANDO COUNTY, FLORIDA  
RCD 09M 26 2003 09:51am  
KAREN NICOLAI, CLERK

**CERTIFICATE OF AMENDMENT TO  
THE BYLAWS FOR TIMBER PINES COMMUNITY ASSOCIATION, INC.**

We, FRANK SAYERS, President and CURT MUELLER, as Secretary of Timber Pines Community Association, Inc., hereby certify that at the Annual Meeting of the members of Timber Pines Community Association, Inc., held on February 21, 2003, wherein a quorum of the members present in person or by proxy in accordance with the By-Laws of Timber Pines Community Association, Inc., the following Amendments to the Bylaws for Timber Pines were approved by two-thirds (2/3) of all members:

**Article XIV of the Bylaws of Timber Pines Community Association, Inc. is amended to read as follows:**

The fiscal year of the Association shall begin on the first day of ~~January~~ July and end on the last day of ~~December~~ June of every year.

**Article VII, Subsection 1G of the Bylaws of Timber Pines Community Association, Inc. is created to read as follows:**

G. Authorize up to \$400,000 for all costs relating to the acquisition of a single discretionary asset. The acquisition of an asset is nondiscretionary when it is required by law or for the safety of the residents.

**Article IV, Section 1 of the Bylaws of Timber Pines Community Association, Inc. is amended to read as follows:**

Section 1 Number and Qualifications. The affairs of this Association shall be managed by a Board consisting of seven (7) Directors, each of whom shall be a Member of the Association or a person who resides with a Member of the Association. A person is deemed to reside with a Member if the Member's address in Timber Pines Community Association is contained on that person's driver's license or voter registration.

**Coding:** The full text to be amended is stated: New words to be inserted are double-underlined. Text to be deleted is ~~stricken through~~.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation,  
this 8 day of September, 2003 at Spring Hill, Hernando County, Florida.

TIMBER PINES COMMUNITY  
ASSOCIATION, INC.

Frank Sayers  
President: FRANK SAYERS

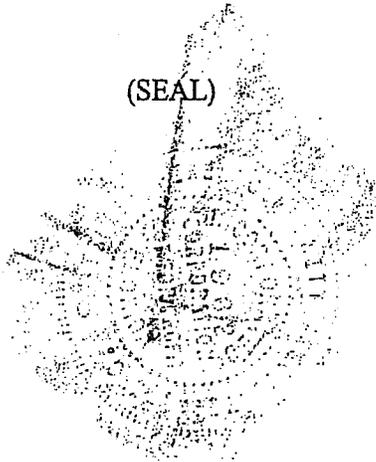
Curt Mueller  
Secretary: CURT MUELLER

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that this 8 day of September, 2003 before me personally  
appeared Frank Sayers, as President and Curt Mueller, as Secretary of Timber Pines Community  
Association, Inc. and after being duly sworn, under oath, severally acknowledged, executing the same and  
under the authority duly vested in them by said corporation and that the Seal affixed thereto is the true  
corporate seal of said corporation.

Witness my hand and official seal in the county and state last aforesaid, this 8 day of  
September, 2003.

(SEAL)



Lynn Setelius  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 11-26-04



LYNN SETELIUS  
Notary Public, State of Florida  
My Comm. expires 11/26/04  
Comm. No. CC983493

297566.1

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

R-ENV

Instr #2011033439 BK:2832 Pages:580 - 582  
Filed & Recorded 6/29/2011 4:22:48 PM, Rec Fees: \$27.00

Karen Nicolai, HERNANDO County Clerk of Court  
JEP Deputy CLK

3/8

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**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR  
TIMBER PINES**

WHEREAS, Article VII, Section 5 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines, as recorded in Official Records Book 1441, Pages 9 through 32, inclusive, of the Official Records of Hernando County, Florida (hereinafter the "Declaration"), provides that the Declaration may be amended by the approval of two-thirds (2/3) of all members; and

WHEREAS, Frank Sayers, President and Arlene Glantz, as Secretary of Timber Pines Community Association, Inc. do hereby certify that the following amendment to the Declaration has been approved by the affirmative vote of no less than two-thirds (2/3) of the membership, present and in person or by proxy at a special meeting of the membership, held on June 6, 2011.

NOW, THEREFORE, Article VI, Section 12 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines is amended to read as follows:

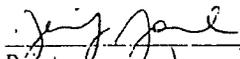
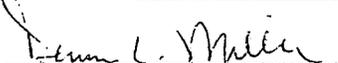
Section 12. Subordination of the Lien to Mortgages. —The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No other sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof. 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.

*Certificate of Amendment to the  
Amended and Restated Master  
Declaration of Covenants, Conditions  
and Restrictions for Timber Pines*

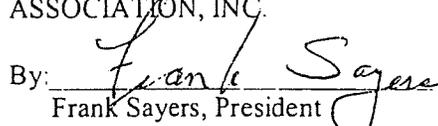
Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that acquires title to a Lot by 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.

**CODING:** New language is marked with a double underline, and deleted language is marked with a ~~strike through line~~.

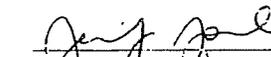
Signed, sealed and delivered in  
the presence of:

  
Print name: Jennifer Jordan  
  
Print name: Denise C. Miller

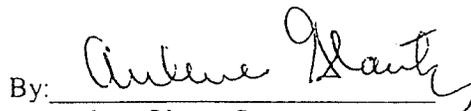
TIMBER PINES COMMUNITY  
ASSOCIATION, INC.

By:   
Frank Sayers, President

Signed, sealed and delivered in  
the presence of:

  
Print name: Jennifer Jordan  
  
Print name: Denise C. Miller

ATTEST:

By:   
Arlene Glantz, Secretary

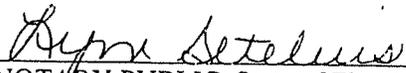
STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instruments was acknowledged before me this 20 day of June, 2011, by Frank Sayers and Arlene Glantz, as President and Secretary, respectively, of Timber Pines Community 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 Certificate of Amendment to the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines and severally acknowledge

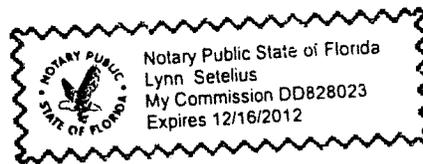
*Certificate of Amendment to the  
Amended and Restated Master  
Declaration of Covenants, Conditions  
and Restrictions for Timber Pines*

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 20 day of June, 2011.

  
NOTARY PUBLIC, State of Florida

My Commission Expires: 12-16-12





PREPARED BY:  
KRISTIE P. MACE, ESQ.  
ATTORNEY AT LAW  
2030 McGregor Blvd.  
FORT MYERS, FL 33901  
Tel: (239) 333-2992

**CORRECTED CERTIFICATE OF AMENDMENT TO THE AMENDED AND  
RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TIMBER PINES**

THE UNDERSIGNED being the President and Secretary of TIMBER PINES COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Timber Pines, recorded in O.R. Book 1441, Page 9 et. seq. of the Public Records of Hernando County, Florida, and as originally recorded in O.R. Book 501, Page 1665 et. seq. of the Public Records of Hernando County, Florida, were duly approved, adopted and enacted by the affirmative vote of the required percentage of owners/members at a meeting called for that purpose at which a quorum was present held on the 16<sup>th</sup> day of February, 2018 and continued to the 2<sup>nd</sup> day of April, 2018.

\*This Corrected Certificate of Amendment shall rescind the Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timber Pines, recorded on May 18, 2018 as Instrument #2018031078 in O.R. Book 3585, Page 1002 et seq. of the Public Records of Hernando County, Florida.

WITNESSES:

(Sign) [Signature]

(Print) Richard DeBoest

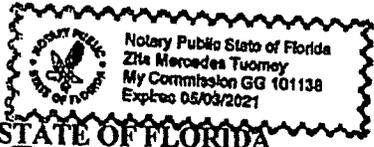
(Sign) [Signature]

(Print) Mark C. NORDMAN

TIMBER PINES COMMUNITY ASSOCIATION, INC.

BY: [Signature]  
Arlene Glantz, President of the Association

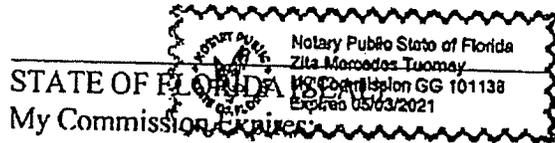
Dated this 4<sup>th</sup> day of June, 2018.

  
STATE OF FLORIDA  
Zita M. Tuomey

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2018, by Arlene Glantz, as President of Timber Pines Community Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

NOTARY PUBLIC: Zita M. Tuomey



WITNESSES:

(Sign) [Signature]

(Print) Richard DeBoest

(Sign) [Signature]

(Print) Mark C. NORMAN

TIMBER PINES COMMUNITY ASSOCIATION, INC.

BY: [Signature]  
Douglas Kennedy, Secretary of the Association

Dated this 4<sup>th</sup> day of June, 2018.

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2018, by Douglas Kennedy, as Secretary of Timber Pines Community Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

NOTARY PUBLIC:  
Zita M. Tuomey  
STATE OF FLORIDA (SEAL)  
My Commission Expires: 05/03/2021



**AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBER PINES**

NOTE: WORDS BEING ADDED ARE UNDERLINED AND WORDS BEING DELETED ARE ~~STRUCK THROUGH~~.

*Article VI of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines shall be amended as follows:*

**ARTICLE VI**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

[Sections 1 through 12 shall remain unchanged]

Section 13. Buyer's Capital Contribution. On and after July 1, 2018, at the closing of sale of any Lot, the buyer shall pay a Buyer's Capital Contribution in an amount determined by the Board of Directors. The Buyer's Capital Contribution shall be \$1,500 for fiscal year 2018-2019. Thereafter, increases or decreases in the Buyer's Capital Contribution shall not exceed 10% in any subsequent fiscal year. All Buyer's Capital Contributions shall be applied to the Timber Pines' Capital Reserve Fund or Asset Acquisition Fund as determined by the Board.

The following transactions shall not be subject to the Buyer's Capital Contribution requirement:

- a. Conveyance of a Lot to a trust, partnership, corporation, or other entity which is owned or controlled by the Owner, or which has been created for the benefit of the Owner, the Owner's spouse and/or children of the Owner.
- b. Conveyance of a Lot to the Owner's spouse or heirs.
- c. Conveyance of an undivided interest in the Lot by the Owner to a co-owner, when the Owner remains on the deed.
- d. An Owner at the time of the adoption of this amendment, who sells the Lot and purchases another Lot within the Timber Pines Community, within one (1) year of the sale of the initial Lot.
- e. Conveyance of title to a Lot by judicial foreclosure by a purchase money mortgage holder.
- f. Contracts for sale of a Lot entered into before July 1, 2018, which have a closing date between July 1, 2018 and September 1, 2018.
- g. An Owner who has paid a Buyer's Capital Contribution after July 1, 2018, who sells his/her Lot and purchases another Lot within the Timber Pines Community within one (1) year of the purchase of the initial Lot.



PREPARED BY & RETURN TO:  
CARTER FOREMAN, PLLC  
MATTHEW A. FOREMAN, ESQ.  
5308 SPRING HILL DRIVE  
SPRING HILL, FL 34606  
TELEPHONE: (352) 686-6278

[space above this line for recording information]

**CERTIFICATE OF AMENDMENT TO  
THE AMENDED BY-LAWS OF  
TIMBER PINES COMMUNITY ASSOCIATION, INC.**

We, Richard J. Ohlenroth, as President, and Michael J. Murphy, as Secretary of Timber Pines Community Association, Inc., hereby certify that at the Annual Meeting of the members of Timber Pines Community Association, Inc., held on February 22, 2022, and February 25, 2022, wherein a quorum of the members present in person or by proxy in accordance with the Amended By-Laws of Timber Pines Community Association, Inc., the following Amendments to the Amended By-Laws of Timber Pines Community Association, Inc., were approved by assent of not less than two-thirds of all members at a regular meeting of the membership duly called and convened at which a quorum was present:

**NEW WORDS TO BE INSERTED ARE DOUBLE-UNDERLINED. TEXT TO BE DELETED IS STRICKEN THROUGH.**

Article III of the By-Laws of Timber Pines Community Association, Inc., is amended to read as follows:

**ARTICLE III  
MEETING OF THE MEMBERS**

**Section 1. Annual Meeting.** The annual meeting of the Members shall be held in February of each year at a place, on a date and at a time designated by the Board of Directors. Attendance and voting for the annual meeting are permitted in person, by proxy and by any electronic means, including online voting. No proxy shall be permitted to be cast by electronic means.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership. Attendance and voting for any special meetings are permitted in person, by proxy and by any electronic means, including online voting. No proxy shall be permitted to be cast by electronic means.

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 the case of a special meeting, the purpose of the meeting. Electronic Notices are governed by Article III, Section 9 of these Bylaws.

- A. Notice of any meeting called for the purpose of taking any action authorized under Section 3 of Article VI of the Declaration shall be given to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice to the Member's address appearing in the records of the Association or the address supplied in writing by the Member of the Association for the purpose of notice, or by delivering the same to the Member's address or designated e-mail address.
- B. Notice of all other meetings of the Members shall be given at least fifteen (15) days in advance to each Member, either by mailing or 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 or designated e-mail address.
- C. 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 furnished the Secretary with the address to which such notice may be delivered by mail.
- D. All meeting notices shall also provide information for signing up and attending meetings electronically, in addition to all other methods of voting and attendance authorized by these Bylaws.

Section 4. Quorum. The physical or electronic presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided by the Articles of Incorporation, the Declaration, or by these By-Laws. If, however; such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person, electronically 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. Majority Vote. The acts approved by a majority of the votes cast, either in person, electronically or by proxy, at a meeting at which a quorum is established shall constitute the acts of the Members, except when approval by a greater or different vote is required by the Declaration, the Articles or these By-Laws.

Section 7. Voting Members.

- A. The right to vote for a Lot shall be established by record title to the Lot as reflected in the Official Records of Hernando County, Florida. If a Lot is owned by more than one person, they shall determine amongst themselves who shall cast the vote for their Lot, such that there shall be only one vote cast for each Lot. In the event that more than one vote is cast for any Lot, all votes for that Lot shall be void.
- B. If a Lot is owned by a corporation or other non-natural entity, the officer, agent, or employee thereof entitled to cast the vote of the entity shall be designated in a certificate for this purpose signed by the president or vice-president, or trustee and filed with the Secretary of the Association.
- C. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot, or any trustee of any trust or beneficiary of the trust when title to a Lot is held by that trust, as well as any natural owner of a Lot, shall be known as the "voting member." Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the record ownership of the Lot concerned.

Section 8. Waiver of Notice. Any Member may waive notice of any annual or special meeting of Members by a writing signed before, at, or after such meeting. Attendance, including electronically, by a Member, his/her designated voting member or by his/her proxy at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting, except as specifically reserved by the Member on the record at the start of the meeting.

Section 9. Electronic Notices.

- A. Consent and Revocation of Consent. In order to be effective, any consent given by a member to receive notices via electronic transmission, and any revocation of consent, must be in writing and must be signed by the owner of record or by a person holding a power of attorney executed by the owner of record. Consent or revocation of consent may be delivered to the association via electronic transmission, by hand-delivery, by United States mail, by certified United States mail, or by other commercial delivery service. The member bears the risk of ensuring delivery.

- B. Delivery of Consent or Revocation of Consent. Any consent given by a member to receive notices via electronic transmission must be actually received by a current officer, board member, or manager of the association, or by the association's registered agent. Unless otherwise agreed to by an association in advance of delivery of any consent or revocation of consent, delivery to an attorney who has represented the association in other legal matters will not be effective unless that attorney is also a board member, officer, or registered agent of the association.
- C. Automatic Revocation of Consent. Consent shall be automatically revoked if the association is unsuccessful in providing notice via electronic transmission for two consecutive transmissions to an owner, if and when the association becomes aware of such electronic failures.
- D. Attachments and Other Information. In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.
- E. Effect of Sending Electronic Meeting Notice. Notice of a meeting is effective when sent by the association, regardless of when the notice is actually received by the owner, if directed to the correct address, location or number, or if posted on a web site or internet location to which the member has consented. The member, by consenting to notice via electronic transmission, accepts the risk of not receiving electronic notice, except as provided in paragraph "C" of this section, so long as the association correctly directed the transmission to the address, number, or location provided by the member. An affidavit of the secretary or other authorized agent of the association filed among the official records of the association that the notice has been duly provided via electronic transmission is verification that valid electronic transmission of the notice has occurred.
- F. The association may elect to provide, but is not required to provide, notice of meetings via non-electronic transmission even if notice has been sent to the same owner or owners via electronic transmission.

Article V of the By-Laws of Timber Pines Community Association, Inc., is amended to read as follows:

**ARTICLE V  
NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. Nominations may not be made by those present at the meeting electronically. The Nominating Committee shall consist of a Chairman, and two (2) or more other Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. 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. Such nominations may be made from among Members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot, electronic ballot or by limited proxy. At such election, the Members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If at the close of nominations there are not more nominees than there are vacancies, the nominees for election to the Board shall be elected by acclamation and no vote of the Members shall be required.

Article XIII of the By-Laws of Timber Pines Community Association, Inc., is amended to read as follows:

**ARTICLE XIII AMENDMENTS**

**Section 1.** Amendments of these By-Laws shall require the assent of two-thirds (2/3) of all Members at any regular or special meeting of the membership duly called and convened at which a quorum is present in person, electronically or by proxy.

Signed, sealed and delivered in the presence of:

TIMBER PINES COMMUNITY ASSOCIATION, INC.

Denise C. Miller  
Witness #1 Signature

Richard J. Ohlenroth  
Richard J. Ohlenroth, as President

Denise C. Miller  
Witness #1 Printed Name

Laurie Malone  
Witness #2 Signature

Laurie Malone  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF: Hernando

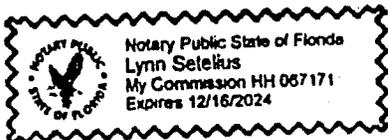
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, 12 day of September, 2022 by Richard J. Ohlenroth, President of Timber Pines Community Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended By-Laws of Timber Pines Community Association, Inc., and acknowledges 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 day of September, 2022.

SEAL

Lynn Setelius  
NOTARY PUBLIC

My Commission Expires: 12-16-2024



Signed, sealed and delivered in the presence of:

TIMBER PINES COMMUNITY ASSOCIATION, INC.

[Signature]  
Witness #1 Signature

Denise G. Moller  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

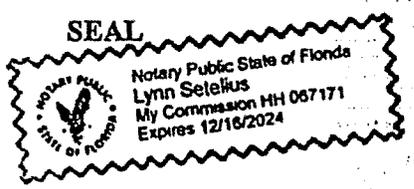
Laurie Malone  
Witness #2 Printed Name

[Signature]  
Michael J. Murphy, as Secretary

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, 12 day of September, 2022 by Michael J. Murphy, Secretary of Timber Pines Community Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification, ~~who did take an oath under the laws~~ of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended By-Laws of Timber Pines Community Association, Inc., and acknowledges 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 day of September, 2022.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 12-16-2024