

**CLUB HOUSE VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Approved by the Membership on January 31, 2013

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



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

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

CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Club House Village of Timber Pines was originally recorded in Official Records Book 695, Page 878, *et seq.*, of the Public Records of Hernando County, Florida (the "Declaration").

WHEREAS, Article VII, Section 3 of the Declaration was amended pursuant to the certificate of amendment originally recorded in Official Records Book 2938, Page 1536, *et seq.*, of the Public Records of Hernando County, Florida to provide that the Declaration may be amended at any time and from time to time upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented.

NOW, THEREFORE, we, JIMMY BEASLEY, as President, and DONNA RYAN, as Secretary, of the Club House Village Homeowners Association, Inc. do hereby certify that in accordance with Article VII, Section 3 of the Declaration, as amended, that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Club House Village of Timber Pines, attached hereto and incorporated herein as **Exhibit A** was approved upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership on January 31, 2013 held in accordance with the Club House Village Homeowners Association, Inc.'s governing documents:

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

In Witness whereof, the Club House Village Homeowners Association, Inc., has caused this instrument to be signed by its duly authorized officers on this 13th day of MARCH, 2013.

Signed, sealed and delivered in
the presence of:

Laurie Rowe
Print name: Laurie Rowe

Sharon Kulesa Fye
Print name: Sharon Kulesa Fye

CLUB HOUSE VILLAGE
HOMEOWNERS ASSOCIATION, INC.

By: Jimmy T. Beasley
Jimmy T. Beasley, President

Signed, sealed and delivered in
the presence of:

Laurie Rowe
Print name: Laurie Rowe

Sharon Kulesa Fye
Print name: Sharon Kulesa Fye

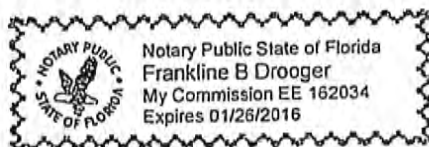
ATTEST:

By: Donna L. Ryan
DONNA L. RYAN, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instruments was acknowledged before me this 13th day of MARCH, 2013, by JIMMY BEASLEY and DONNA RYAN, as President and Secretary, respectively, of the Club House Village Homeowners Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Declaration Declaration of Covenants, Conditions and Restrictions for the Club House Village of Timber Pines, Certificate of Amendment, and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 13th day of MARCH, 2013.



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

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

THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLUB HOUSE VILLAGE OF TIMBER PINES, was made by U.S. HOME CORPORATION, hereinafter referred to as "Declarant" on June 1, 1988.

WITNESSETH:

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

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

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Club House Village of Timber Pines provided for amendments in Article VII, Section 3, Amendment, recorded in Official Records Book 695, page 889-890, in the Public Records of Hernando County, Florida.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC. its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether fee simple title to any Lot which is part of the Properties, one or more persons or entities, of a fee including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on attached Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas.



Section 5. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, streets and roads, and land owned by a governmental body or agency or public-utility company, whether or not such parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become a Lot or Lots, as appropriate.

Section 6. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, authorized to do business in the State of Florida. It shall not include any person or party who purchases a Lot from U.S. Home Corporation, however, unless such purchaser is specifically assigned by a separate recorded instrument some or all of the rights held by U.S. Home Corporation, as Declarant under this Declaration with regard to the conveyed property.

Section 7. "Common Area" shall mean all portions of the Properties that are not Lots or roadways.

Section 8. "Board of Directors" shall mean and refer to the Association's Board of Directors.

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

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

Section 11. "Master Association" shall mean and refer to TIMBER PINES COMMUNITY ASSOCIATION, INC., a Florida Not for Profit Corporation, its successors and assigns.

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

ARTICLE II PURPOSE

The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area and right of way areas, but not including roadways.

The Association shall maintain the before-mentioned areas and any decorative entranceways to the Properties, including any sodded or landscaped islands in the roadways, and take such other action as the Association is authorized to take with regard to the Properties pursuant to this Declaration, the Articles or Bylaws, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas referred to in this Section 1 and any other areas designated by the Declarant as Common Areas, whether or not those areas have been or ever will be formally conveyed to the Association.

ARTICLE III PROPERTY RIGHTS

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

- A. the right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;
- B. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- C. the right of the Association to suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days;
- D. the right of the Association to suspend Common Area use rights by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, provided no such suspension shall impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress and egress from the Lot, including, but not limited to, the right to park;
- E. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, as provided by its Articles;
- 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 is provided by its Articles.

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

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

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

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

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

ARTICLE IV OWNER'S OBLIGATION TO REPAIR OR REBUILD

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

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements and unexpected operating costs; (3) fines as provided by Florida Statutes for violations of any covenant, all of which shall be established and collected as hereinafter provided. The annual and special assessments (collectively "Assessments"), together with interest, late fees, costs, and reasonable attorney's fees in connection therewith, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall be effective from, and relate back to, the recording of the Declaration. Fines as provided in this Declaration shall be a lien upon the property against which the fine is levied to the extent permitted by Florida law and equal in dignity and collectable in the same manner as Assessments. Each such Assessment or fine, together with interest, late fees, costs, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or fine fell due. An Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. The lien of the assessments provided for in

this Article V shall be a lien superior to all other liens, less and except real estate tax liens and the lien of any mortgage to any institutional lender which is now or hereafter placed upon any property subject to Assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgage foreclosure action. No sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due.

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

Section 3. Exterior Maintenance. The Association, as the Board of Directors, in its sole discretion, deems necessary, shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: maintenance and repair of the irrigation system, painting of exterior building surfaces, and termite infestation preventative treatments on the Lots. The Association's duty of exterior maintenance, however, shall not include the maintenance or replacement of glass surfaces or roofs on any Lot, nor shall it impose any obligation of repair or replacement, nor any obligation of maintenance other than painting, as set forth above. An Owner may not paint or otherwise alter the exterior surface or appearance of the residence upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors.

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

Section 4. Lot Maintenance. The Association shall maintain the lawn areas of each Lot on which a completed dwelling exists, and shall also maintain any trees, shrubs or plantings originally planted or provided by the Declarant on the Lot. Such maintenance may include,

without limitation, mowing, edging, fertilizing, pest control, and sod replacement, as the Board of Directors deems appropriate, and any other lawn maintenance service, including without limitation, the replacement or addition of trees, shrubs or plantings, which may be deemed advisable from time to time at the sole discretion of the Board of Directors. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of the Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments installed by an Owner upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same.

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

Section 6. Notice and Quorum for Any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum.

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

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

Section 9. Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum and a late fee of \$25.00, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape the liability for the Assessment provided for herein by abandonment of the Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any 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 mortgage foreclosure or any proceeding in lieu thereof shall not extinguish the lien of such assessment as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien

thereof. This section may not be amended without the prior written consent of all holders of first mortgages on Lots.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. The Board of Directors shall promulgate architectural guidelines to implement this Article.

ARTICLE VIII GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented.

Section 4. Association Liability, Security and Community Services. By acceptance of a deed to a Lot within the Properties, Owner agrees to the provisions of this Section. Owner waives his right to trial by jury in connection with any claim, dispute or other matter against the Association or its officers, directors, employees, agents, invitees, contractors and subcontractors (collectively for the purposes of this section, "Agents") arising out of or relating to the Declaration, including any recorded amendments made thereto on the Properties. Any claim,

dispute or other matter in question raised by an Owner against the Association or Agents arising out of or relating to the Declaration, including any recorded amendments thereto, or breach or threatened breach thereof, shall be decided by arbitration, in accordance with the rules of the American Arbitration Association in effect at the time such arbitration is sought, before three (3) arbitrators; one designated by each party and the third designated in accordance with the Rules of the American Arbitration Association. Any such arbitration shall be conducted in Hernando County, Florida, unless the parties mutually agree to another location. The arbitrators shall be qualified by education, training or experience as may be appropriate according to the nature of the claim, dispute or other matter in question. The foregoing agreement to arbitrate and any other agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To the extent permitted by law, by agreeing to engage in arbitration provided for in this Section, the parties waive their right to appeal any decision made by the arbitrators. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen; and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. All costs and expenses, including without limitation, reasonable attorneys' fees and costs in connection with any such arbitration shall be borne in the manner that the arbitrators shall direct.

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

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

The Association, through its Agents or otherwise, may, in its sole discretion, provide Owners and the Properties with such community services as may be necessary, including but not limited to, controlling access to the Properties, monitoring the areas of the Properties, or otherwise implementing the promulgated rules and restrictions of the Association and the Declaration. Owner agrees that no community services shall be construed or relied upon in any

way as the Association or Agents providing any form of protection or security to Owner or Guests. Owner agrees to hold harmless the Association and Agents from any kind of claim, dispute, liability or any other matter arising in connection with the Association's provision of community services.

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

ARTICLE IX PARTY WALLS

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

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of such arbitrators shall be binding on the parties.

ARTICLE X USE RESTRICTIONS

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

Section 2. Conduct of Business. No business of any kind shall be conducted on any Lot which can be detected by sight, sound or odor of which requires any patron, customer or employee who does not reside in the Properties to enter the Properties. However, nothing contained herein shall be construed to prohibit the renting or leasing of a dwelling unit for residential purposes as permitted herein and in accordance with the Master Declaration and Rules and Regulations of the Master Association.

Section 3. Pets. Owners shall comply with the Rules and Regulations promulgated by the Master Association, in regard to the control of pets and by Hernando County Ordinances. Cats and other customarily kept house pets such as canaries, parakeets, goldfish or tropical fish may be kept as house pets provided the pets are not kept, bred or maintained for commercial or business purposes. Permitted dogs and cats must be kept on a leash when outside of the Owner's Lot and under such regulations as established by the Board of Directors. In no event may any pet be allowed to become a nuisance or annoyance to other Owners. No dangerous or aggressive animal may be brought onto a Lot at any time.

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

Section 5. Fences. No fence, wall or hedge other than those initially installed by the Declarant shall be permitted anywhere within the property except as approved in writing by the Board of Directors, consistent with standards promulgated by the Board of Directors.

Section 6. Garbage and Trash. All garbage cans, similar receptacles, and other garbage containers shall be kept inside the garage at all times except on the day(s) designated for garbage collection. Garbage and trash containers should be secured when placed outside for collection to prevent the spread of refuse by the elements or by animals.

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

Section 8. Laundry Display. Except as may otherwise be prohibited by law, no clothesline shall be constructed or installed in any location visible from any street or from grade

level of any Lot and no laundry or clothing may be dried or aired anywhere which will be visible from outside of the Lot.

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

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

ARTICLE XI MASTER ASSOCIATION AND MASTER RESTRICTIONS

Section 1. Membership. Each Owner of a Lot is a member of the Master Association, which is the Master Association governing all residents of the Timber Pines development. Such membership is in addition to the Owner's membership in the Association, as provided in this Declaration. As a member of the Master Association, each Owner is subject to the Articles of Incorporation, Bylaws and Rules and Regulations of the Master Association as may be amended from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot is subject to the terms and conditions of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Timber Pines as recorded in Official Records Book 1441 beginning at page 9, Public Records of Hernando County, Florida (herein, together with all other amendments thereof now or hereafter made, called "Master Restrictions"). Pursuant to the Master Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. Other provisions of the Master Restrictions pertain to land use, recreational facilities, architectural control and other matters. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the Master Restrictions, and uphold the Owner's responsibilities and obligations as members of the Association, including the payment of such assessments, dues, fines and charges as shall be levied thereby.

Section 3. Conflict. In the event the "Master Association" and the "Association" each have authority in regard to a pending issue concerning the Properties, then, in the event of any conflict in the decision of each Association, the most restrictive decision shall control. For example, if an alteration is proposed by the Lot Owner, and the Association refuses to approve the proposed alteration pursuant to Article VII of this Declaration, but the Master Association

approves the proposed alteration, then the decision of the Association would control and the proposed alteration would not be allowed.

ARTICLE XII EASEMENTS

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Owners and occupants of any Lot, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may be from time to time paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

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

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

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

Section 5. Sprinkler Systems. The Declarant has reserved for the Association the right and easement to construct, place and install on all Lots from time to time such irrigation and sprinkler lines and heads, control panels and related facilities and equipment (the foregoing being collectively referred to hereafter as the "Irrigation Facilities") for the purpose of providing irrigation to such Lots or to other Lots and Common Area within the Properties. The Association also has the right of access of such Irrigation Facilities. Nothing contained in this Section 5,

however, shall obligate the Association to install Irrigation Facilities on any specific Lot or Lots. The Declarant has further granted to the Association an easement as to each Lot for the maintenance, repair and replacement of any and all Irrigation Facilities now or hereafter constructed, placed or installed on such Lot by the Association pursuant to the authority of this Section. By recorded instrument, the Association shall have the right to waive or relinquish its easements rights in whole or part by action of its Board of Directors.

IN WITNESS WHEREOF, the Board of Directors of the Association signing below attest and affirmatively represent that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Club House Village was amended as required by the Declaration of Covenants, Conditions and Restrictions for Club House Village, as amended, and hereby cause this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Club House Village to be executed this 31ST day of JANUARY, 2013.

WITNESSES:

ASSOCIATION:

**CLUB HOUSE VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

A Florida Corporation Not-for-Profit

Gerald T. Murphy
Print: GERALD T. MURPHY

By: Jimmy T. Beasley
President
Print: Jimmy T. BEASLEY

Donna L. Ryan
Print: DONNA L. RYAN

Jimmy T. Beasley
Print: Jimmy T. BEASLEY

By: Gerald T. Murphy
Vice President
Print: GERALD T. MURPHY

Donna L. Ryan
Print: DONNA L. RYAN

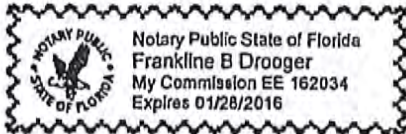
Gerald T. Murphy
Print: GERALD T. MURPHY

By: Donna L. Ryan
Secretary/Treasurer
Print: DONNA L. RYAN

Jimmy T. Beasley
Print: Jimmy T. BEASLEY

STATE OF FLORIDA
COUNTY OF HERNANDO

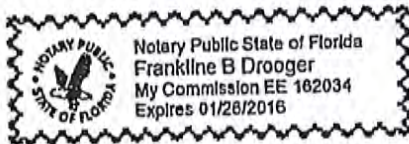
The foregoing instrument was acknowledged before me this 31ST day of JANUARY, 2013 by: TIMMY BEASLEY as a member of the Board of Directors of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced driver's license as identification.



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

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 31ST day of JANUARY, 2013 by: GERALD MURPHY as a member of the Board of Directors of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced driver's license as identification.



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

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 31ST day of JANUARY, 2013 by: DONNIA RYAN as a member of the Board of Directors of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. She is either ☒ personally known to me or ☐ has produced driver's license as identification.



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

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statute 617, the undersigned, acting pursuant to and with the assent of at least seventy-five percent (75%) of the entire membership of the Association, has this day executed this Amended and Restated Articles of Incorporation of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., and do hereby certify:

**ARTICLE I
NAME**

The name of the corporation is CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II
ADDRESS**

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

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

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

**ARTICLE IV
BOARD OF DIRECTORS**

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 members of the Board of Directors.

**OFFICIAL RECORDS
BK: 2624 PG: 820**

ARTICLE V DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VI DURATION

The corporation shall exist perpetually.

ARTICLE VII AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

**OFFICIAL RECORDS
BK: 2624 PG: 821**

IN WITNESS WHEREOF, for the purpose of amending and restating the Articles of Incorporation of this Association pursuant to the laws of the State of Florida, the undersigned, being the President and Secretary of the Association, has caused these Amended and Restated Articles of Incorporation of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC. to be executed on this 13th day of January, 2009.

WITNESSES:

ASSOCIATION:

CLUB HOUSE VILLAGE
HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-for-Profit

Print:

Cindi Contreras

Cindi Contreras

Print:

Laurie Rowe

Laurie Rowe

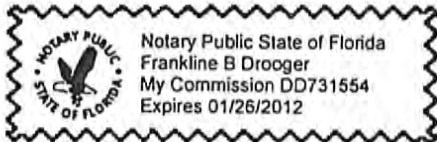
By:

Jimmy Beasley
Jimmy Beasley, President

Roseanne Christie
Roseanne Christie, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

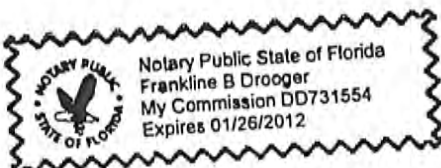
The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Jimmy Beasley, as the President of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., A Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced _____ driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Roseanne Christie, as the Secretary of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., A Florida Corporation Not-for-Profit. She is either ☒ personally known to me or ☐ has produced _____ driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

CERTIFICATION

THE UNDERSIGNED, being the President and Secretary of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit (the "Association") hereby certify that the foregoing Amended and Restated Articles of Incorporation of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATIONS, INC. has been approved by at least seventy-five percent (75%) of the entire membership of the Association at a meeting held on the 13TH day of January, 2009. This certification is given pursuant to the provisions of Article XIII of the original Articles of Incorporation.

DATED this 13TH day of January, 2009.

WITNESSES:

ASSOCIATION:

CLUB HOUSE VILLAGE
HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-for-Profit

Cindi Cantarua
Print: Cindi Cantarua

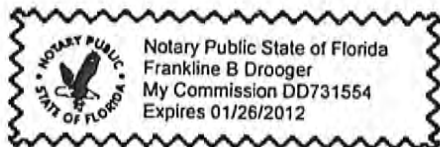
By: Jimmy Beasley
Jimmy Beasley, President

Laurie Rowe
Print: Laurie Rowe

Roseanne Christie
Roseanne Christie, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

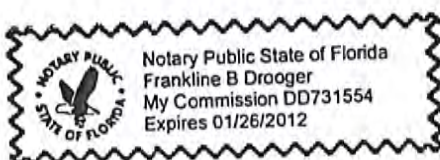
The foregoing instrument was acknowledged before me this 13TH day of January, 2009 by Jimmy Beasley, as the President of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13TH day of January, 2009 by Roseanne Christie, as the Secretary of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. She is either ☒ personally known to me or ☐ has produced driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

**AMENDED AND RESTATED
BYLAWS
OF
CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association shall be located at 6872 Timber Pines Boulevard, Spring Hill, Florida 34606, but meetings of members and directors may be held at such places within the State of Florida, County of Hernando, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

All terms used in these Amended and Restated Bylaws of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC. shall be consistent with and have the same meaning as the defined terms in the Amended and Restated Declaration of Covenants, Conditions And Restrictions for CLUB HOUSE VILLAGE, including all amendments thereto.

**ARTICLE III
MEETING OF MEMBERS**

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

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon the written request of the members who are entitled to vote one-quarter (1/4) of all 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 5 of Article VI of the Declaration shall be given in accordance with the Declaration.
- (b) Notice of all other meetings shall be given at or by delivering at least fourteen (14) 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, by delivering the same to the member's address, or by electronic notice as permitted by law.

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

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) 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 these Bylaws. 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, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who must be members of the Association.

Section 2. Term of Office. The term of office for all of the directors shall be three (3) years.

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

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Any member may nominate himself or herself as a candidate for election to the Board of Directors by submitting a self-nomination not less than 35 days and not more than 60 days before the annual meeting of the members. Nomination for election to the Board of Directors may be made from the floor at the annual meeting. Such nominations may only be made by members.

OFFICIAL RECORDS
BK: 2624 PG: 825

Section 2. Election. Election to the Board of Directors shall be by secret written ballot, by limited proxy or by mail to the extent permitted by law. 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.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be fixed from time to time by a majority of the Board of Directors. Notice of said meeting shall be given to each director, personally or by mail, telephone, facsimile or electronically at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

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

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any regular assessment levied by the Association;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member of the Board of Directors shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) contract with a third party for the management of the Property and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the Bylaws to have the approval of the Board of Directors or the membership of the corporation; and

- (f) perform all obligations, duties and powers conferred in the Declaration, the Articles of Incorporation, these Bylaws or any amendment to those documents.

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) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) issue, or to cause an appropriate officer or agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (d) procure and maintain adequate liability and hazard insurance on property owned by the Association and such other insurance that, in the opinion of a majority of the directors, may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased or decreased at the discretion of the majority of the members of the Board of Directors;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (f) cause the Common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration;
- (g) enforce the provisions of the Declaration and Rules and Regulations for the Properties;
- (h) ensure that the appropriate governmental tax returns are prepared and filed; and in compliance with Revenue Ruling 70-604, the corporation elects to apply excess assessments to help reduce future years' assessments; therefore no tax is due on excess revenues.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, Vice President, and a Secretary/Treasurer who shall at all times be members of the Board of Directors and such other officers as the Board of Directors 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 the members.

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

OFFICIAL RECORDS
BK: 2624 PG: 827

Section 4. Special Appointments. The Board of Directors may elect such other officers as 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 of Directors 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 of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

- (a) President. The President shall preside at all meetings of the Board of Directors and at all meetings of the members; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes or authorize same to other officers or directors as may be necessary from time to time.
- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors 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 of Directors 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 of Directors.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each of the members as required by law.

ARTICLE IX COMMITTEES

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

OFFICIAL RECORDS
BK: 2624 PG: 828

ARTICLE X OFFICIAL RECORDS

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

ARTICLE XI CORPORATE SEAL

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

**CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC.
FLORIDA,
"NOT-FOR-PROFIT"
1988**

ARTICLE XII AMENDMENTS

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

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

ARTICLE XIII MISCELLANEOUS

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

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

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

**OFFICIAL RECORDS
BK: 2624 PG: 829**

The foregoing was adopted as the Amended and Restated Bylaws of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit under the laws of the State of Florida, at a meeting of the members on the 13th day of January, 2009 and replaces all previously adopted Bylaws of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

ASSOCIATION:

CLUB HOUSE VILLAGE
HOMEOWNERS ASSOCIATIONS,
INC.

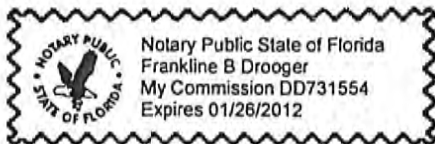
A Florida Corporation Not-for-Profit

Cindi Contreera
Print: Cindi Contreera
Laurie Rowe
Print: Laurie Rowe

By: Jimmy Beasley
Jimmy Beasley, President

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Jimmy Beasley, as the President of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced _____ driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

OFFICIAL RECORDS
BK: 2624 PG: 830

CERTIFICATION

THE UNDERSIGNED, being the President and Secretary of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit (the "Association") hereby certify that the foregoing Amended and Restated Bylaws of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC. have been approved by a majority (51%) of the members present or by proxy at a meeting of the Association held on the 13th day of January, 2009 in which a quorum was achieved. This certification is given pursuant to the provisions of Article XIII of the original Bylaws of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC.

DATED this 13th day of January, 2009.

WITNESSES:

ASSOCIATION:

**CLUB HOUSE VILLAGE
HOMEOWNERS ASSOCIATION,
INC.**

A Florida Corporation Not-for-Profit

Cindi Cantanea
Print: Cindi Cantanea

Laurie Rowe
Print: Laurie Rowe

Cindi Cantanea
Print: Cindi Cantanea

Laurie Rowe
Print: Laurie Rowe

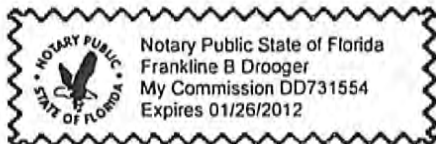
By: Jimmy Beasley
Jimmy Beasley, President

By: Roseanne Christie
Roseanne Christie, Secretary

OFFICIAL RECORDS
BK: 2624 PG: 831

STATE OF FLORIDA
COUNTY OF HERNANDO

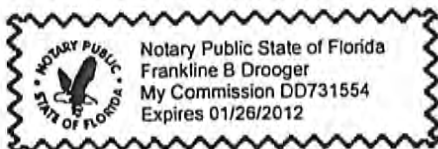
The foregoing instrument was acknowledged before me this 13TH day of January, 2009 by Jimmy Beasley, as the President of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. He is either ☒ personally known to me or ☐ has produced _____ driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 13TH day of January, 2009 by Roseanne Christie, as the Secretary of CLUB HOUSE VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-for-Profit. She is either ☒ personally known to me or ☐ has produced _____ driver's license as identification.



Frankline B. Drooger
Frankline B. Drooger
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/12
My Commission No.: DD731554

OFFICIAL RECORDS
BK: 2624 PG: 832