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51 AGR-SKYE LOCH VILLAS  
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IN:03094064 BK:12589 SPG:2345 EPG:2554  
RECORDING 210 PAGES 1 \$946.50  
RECORD FEES 9 \$233.00

This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire  
Address: Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

TOTAL 1179.50  
-CK BAL  
CHG AMT

TOTAL: \$1,179.50  
CHECK AMT. TENDERED: \$1,179.50  
CHANGE: \$.00  
BY [Signature] DEPUTY CLERK

03-094884 MAR-11-2003 9:02am  
PINELLAS CO BK 12589 PG 2345  
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**DECLARATION OF RESTRICTIONS  
SKYE LOCH VILLAS**

MADE THIS 10<sup>th</sup> DAY OF March, 2003 by Skye Loch Villas  
Owners Association, Inc. a Florida corporation, and in consideration of the following, does hereby  
state as follows:

**ARTICLE I**

**DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the following terms mean as follows  
wherever used in this Declaration:

Section 1. "Association" means Skye Loch Villas Owners Association, Inc. a Florida  
corporation not for-profit, organized under Chapter 617 and intended to be operated pursuant to  
Chapter 720 Florida Statutes. The Association is a "Homeowners Association" as defined below.  
Membership is limited to those persons who own Lots surrounded by or adjacent to the Properties  
who join in this Declaration as defined herein below.

Section 2. "Skye Loch Villas" or "Properties" means the property owned by the  
Association pursuant to a Deed by and between the Association as Grantee and Mac Associates, Inc.,  
a Florida Corporation as Grantor recorded or to be recorded in the Public Records of Pinellas County  
Florida. The Properties are described in Exhibit "A" attached hereto.

Section 3. "Management" means the supervision of all activities, uses, structures,  
equipment, improvements, and services with respect to the property, both real and personal owned  
by Skye Loch Villas Owners Association, Inc. to be provided to its Members and Contract Holders  
to provide services and facilities necessary, convenient or desirable for the purpose of maintaining  
Skye Loch Villas..

Section 4. "Law" means any statute, ordinance, rule, regulation, order or permit  
requirement from time to time applicable to Skye Loch Villas Owners Association, Inc. or its

uplands, or to any activities on or about the Properties, and validly enacted, promulgated or adopted by any governmental authority.

Section 5. "Lot" means parcels of real property located within or adjacent to the Properties owned by the Association, the owners of which are eligible for joinder herein.

Section 6. "Pinellas County" means Pinellas County, Florida, a political subdivision of the State of Florida, its successors and assigns.

Section 7. "Declaration" means this Declaration and all amendments hereto as approved from time to time and recorded in the Official Records of Pinellas County, Florida.

Section 8. "Member" means the owner or owners of a Lot who execute a written agreement to be bound by this Declaration, pays the initial sum of \$2,600 (as may be adjusted by Article VIII s. 6 hereof) and his/her/their successors in title. Each Lot shall be entitled to cast one vote as provided in the Bylaws.

Section 9. "Board" means the Board of Directors of the Association.

Section 10. "Contract Members" (non members) means the persons who have a personal contractual relationship with the Association for provision of services and facilities in accordance with the position of the Association as assignee of the obligations of Mack Associates as described in Exhibit "B" attached hereto.

Section 11. "Villa" means the dwelling located upon a Lot.

Section 12. "Articles" means the Articles of Incorporation of the Association attached hereto and incorporated herein as Exhibit "D."

Section 13. "Bylaws" means the Bylaws of the Association attached hereto and incorporated herein as Exhibit "E."

## ARTICLE II

### BACKGROUND AND PURPOSE

Association owns or will own the property described on Exhibit A attached hereto and incorporated herein by reference consisting of various properties for recreation, roads, bodies of water and other property, hereinafter collectively sometimes referred to as "Skye Loch Villas" or the "Properties". By imposing the provisions of this Declaration on the Properties, Association intends to assure that use of the Properties is made for the preservation and beneficial use and enjoyment of all Members and Contract Holders for use and enjoyment of same.

### ARTICLE III

#### ENTITLED USERS

Use of the Properties is restricted to Members and Contract Members, the resident members of their respective families or households, their respective tenants, the resident household or family members of such tenants and the social invitees of any of the foregoing. Contract Members shall be provided access and use of the Properties in exchange for the payment of fees shall also have use of the Properties, and such contracts may be changed or uses modified as set forth therein. In no event may the use of the Properties be extended to the General Public.

### ARTICLE IV

#### USE RESTRICTIONS

Section 1. Nuisances. No use, activity or condition is permitted in, on or about the Properties that does, or may tend to, constitute a nuisance. The Board shall have the final authority in determining what a nuisance is. No use, activity or condition prohibited by law is permitted in, on or about the Properties of Skye Loch Villas Owners Association, Inc..

Section 2. Rules and Regulations. The Association may, by and through its Board of Directors, promulgate regulations for the use of the Properties and the Lots subject to this Declaration. Such rules shall be effective upon promulgation and shall be provided to all persons who become members of the Association and all other persons who utilize the Properties, contractually or pursuant to the terms of this Declaration. A current copy of the Rules in effect is attached hereto as Exhibit "C."

Section 3. Occupancy restrictions. In accordance with the provisions of the Fair Housing Act, the Association has adopted a minimum age restriction for Skye Loch Villas. One hundred percent (100%) of the Villas shall be occupied by at least one (1) person age fifty-five (55) years of age or older. All other Occupants must be at least fifty (50) years of age or older. No person, children or grandchildren may stay overnight in a Villa in the aggregate of more than twenty-one days (21) per twelve (12) month period if they are less than fifty (50) years of age, with the exception of medically necessary Care Giver(s). This occupancy must be approved in advance by the Board. The following information must be in writing and filed with the Secretary. The occupant must provide the medical background and doctors written certificate of necessity and be the result of hardship, such as a disability of the occupant. Care Giver(s) must be a registered licensed Florida Care Giver.

### ARTICLE V

#### PROHIBITION ON SALE, TRANSFER, LEASE, MORTGAGE OR OTHER ENCUMBRANCE

Except as required to initially acquire the Properties, the Association may not sell, convey, transfer, mortgage, encumber, lease or otherwise transfer any interest in real property recognized by

law, to any person or governmental entity or political subdivision, including but not limited to Pinellas County without the consent of Seventy-five (75%) percent of the voting interests of the Association, present in person or by proxy, at a duly called meeting thereof. The intent of this provision is to ensure that the Association and its members enjoy the use and benefits of Skye Loch Villas free and clear of any encumbrance or transfer or governmental interference. As noted elsewhere herein, no use rights are vested in the Properties in favor of the General Public and the granting of same is prohibited without consent of Seventy-five (75%) percent of the entire membership of the Association at a duly called meeting thereof.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Operation and Maintenance of Skye Loch Villas. Subject to the rights of members of the Association set forth in this Declaration, the Association has exclusive management and control of the Properties described on Exhibit A, in accordance with the requirements of the contract attached as Exhibit B, including but not limited to a foot bridge, recreation hall, swimming pool, billiard room, laundry facilities, shop building and related facilities. The duties of the Association include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and real property which comprises the Properties and any improvements constructed thereon pursuant to the provisions of this Declaration.

Section 2. Restriction on Capital Improvements. All capital improvements to the property described on Exhibit A, either as docks, piers, picnic areas or otherwise may be undertaken by the Board of Directors of the Association. Provided, however, that any expenditure in excess of \$1,000 in any calendar year for such capital improvement must be approved by majority vote of the members of the Association, present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

## ARTICLE VII

### COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned which is subject to the terms of this Declaration, the Owner(s) of said Lot agree, whether or not it is so expressed in the deed to the Lot, or any other deed, is deemed to covenant, to pay to the Association:

1. An annual general assessment (hereinafter referred to as "maintenance fees" as defined herein; and
2. Special assessments for capital improvements and major repairs as set forth elsewhere in this Declaration.

All of the foregoing, together with interest and all costs and expenses of collection, including a reasonable attorneys' fee are a continuing charge on the Lot secured by a continuing lien upon the Lot against which each assessment is made as provided elsewhere herein. Each such

assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, is also the personal obligation of the person who was the Owner of such Lot when such maintenance fee fell due. However, such personal obligation for delinquent maintenance fees will not pass to an Owner's successors in title unless assumed expressly in writing.

Section 2. Purpose of Maintenance fees. The maintenance fees levied by the Association must be used exclusively to promote the recreation, safety and/or welfare of the Owners of Lots subject to this Declaration and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of Skye Loch Villas, including but not limited to the roads, lakes storm water systems, street lighting and sewer systems. To effectuate the foregoing, the maintenance fee shall also be used for the purpose of insuring proper and uniform enforcement of this Declaration by the Association. To effectuate the foregoing, the Association may levy the following annual maintenance fees, which together comprise the Annual Maintenance fee as used herein:

2.1. General Maintenance fee. An annual general maintenance fee to provide for and be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of Skye Loch Villas and all property related thereto, including payment of taxes and insurance and the cost of labor, equipment, materials, management, and supervision and all other general activities and expenses of the Association.

Section 3. The amount of the Annual General Maintenance fee shall be adopted by the Board of Directors, which must coincide with the Association's fiscal year. Written notice of the meeting of the Board at which the Annual Maintenance fee is to be adopted shall be posted in a conspicuous place on the Properties. In the absence of valid action by the Board to the contrary prior to the commencement of any fiscal year, the Annual Maintenance fee then in effect automatically will continue for the ensuing fiscal year. The Annual Maintenance fee may be payable in such installments, with or without interest, as the Board determines; but, if payable in installments, it may be prepaid in whole at any time or times during the applicable maintenance fee period without penalty.

Section 4. The Board shall have the authority to set the Annual Maintenance fee as necessary to meet the fiscal needs of the Association pursuant to this Declaration.

Section 5. Rate of Maintenance fees. The annual general maintenance fee must be uniform for each Lot owned by a Member, who shall pay an equal share of the cost of the Annual Maintenance fee. Contract Members shall pay such additional amounts as set by the Board to meet the obligations of the Association hereunder.

Section 6. Commencement of Maintenance fee. The annual maintenance fee shall commence upon the recording of the deed which attached as Exhibit "A. The Board shall set a proposed initial Annual Maintenance fee which shall be promulgated to all persons eligible to become members of the Association through execution of a joinder. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Maintenance fee against a specific Lot has been paid, and, if not, its unpaid balance.

Section 7. **Lien for Maintenance fee.** All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering any such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded and the Owners of a Lot execute and records a joinder herein are deemed to consent that such liens are inferior to the lien established by this section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, except a First Mortgagee, and upon joinder of the Owner of a Lot subject hereto, of the existence of the Association's lien, and its priority and will place upon them the duty to inquire of the Association as to the status of maintenance fees against any Lot subject to maintenance fee. The Association from time to time may record a Lien for the purpose of further evidencing the lien established by this Article but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 8. **Remedies of the Association.** Any maintenance fee not paid within ten (10) days after its due date shall bear interest at the rate set by the Board but in no event less than of twelve (12%) per annum from the due date. The Association may bring an action at law against the Owner of the Lot personally obligated to pay such maintenance fee, or foreclose its lien against such Lot. No Owner of a Lot may waive or otherwise escape liability for the Association's maintenance fees by non-use of the Properties or by abandonment of the Lot.

Section 9. **Foreclosure.** The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner of a Lot is required to pay all costs and expenses of foreclosure including attorney fees. All such costs and expenses are secured by the lien foreclosed. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed or to acquire such lot by deed or other proceeding in lieu of foreclosure. Notwithstanding anything to the contrary contained herein, no foreclosure action may be commenced unless approved in advance by not less than a Seventy-five (75%) percent vote of the members present and voting, in person or by proxy at a duly called meeting, at which a quorum is present.

Section 10. **Subordination of Lien.** The lien for the maintenance fees provided in this article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the maintenance fee lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the maintenance fee lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner of a Lot personally liable for payment. No such sale or transfer relieves such Lot from liability for maintenance fees thereafter becoming due or from the lien herein.

Section 11. **Homestead.** By acceptance of a deed to any Lot whose Owner joins in this Declaration, the Owner of said Lot is deemed to acknowledge conclusively and consent that all maintenance fees established pursuant to this Article are for improving and maintenance and are for the benefit of any homestead thereon and that the Association's lien has priority over any such

homestead.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. Unless otherwise expressly provided herein, the Association has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations. In the event of litigation, the prevailing party may recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. The Board may levy fines as allowed by Section 720.305 Florida Statutes as amended from time to time and any such fine shall become a lien against a Lot and collectable in the manner set forth in Article VII above.

Section 2. Amendment. This Declaration may be amended from time to time by being approved in advance by not less than a Seventy-five (75%) percent vote of the Members present and voting, in person or by proxy at a duly called meeting of the Association, at which a quorum is present. No amendment is effective until recorded in the Official Records of Pinellas County, Florida. The provisions of Article V, above may not be amended except with the unanimous consent of all Owners of Lots.

Section 3. Duration. From and after the time the provisions of this Declaration are extended to any Lot, its provisions will continue in force and effect for a period of thirty (30) years, whereupon its operation automatically will be extended for successive renewal periods of ten (10) years each, unless the then Owners of Lots of 75% of the membership during the six (6) months immediately preceding any renewal date agreed by a recorded instrument to cancel, rescind, or modify the provisions of this Declaration, in whole or in part, except that the provisions of Article V, above may not be amended except with the unanimous consent of all Owners of Lots.

Section 4. Severability. In validation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Associations intent of providing a comprehensive plan for the use and beneficial enjoyment of Skye Loch Villas Owners Association, Inc.

Section 5. Non-Member Use of the Properties. Contract Members shall pay an amount to use the Properties at such rate as may be set by the Board from time to time, and such costs shall be set at a level higher than the payments charged to Members, understanding that Members have paid or agreed to pay their share of the costs of acquisition of the Properties, and that all additional costs of administration, debt service and any other cost of providing such services shall not be paid by Members of the Association.

Section 6. Persons becoming Members after the recording of this Declaration shall pay the initial sum required for Membership (\$2600), plus interest at such rate as set by the Board from time to time, but no less than twelve (12%) percent per annum.

WITNESSES:

Skye Loch Villas Owners Association, Inc.

John W. Bichsel  
Signature of Witness #1

JOHN W. BICHSEL  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2

Robert L. Frankel  
Printed Name of Witness #2

By: Henry J. Kalemba  
HENRY J. KALEMBA, President

Attest: Elizabeth M. Tittle  
Elizabeth Tittle Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2003 by Henry Kalemba and Elizabeth Tittle to me known to be the President and Secretary of Skye Loch Villas Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL DL# K451-390-37-0920 and FL DL# T340-223-31-679-0 as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]  
NOTARY PUBLIC

Wayne Bates  
Printed Name of Notary Public

My Commission Expires:



Wayne Bates  
Commission # DD 021461  
Expires June 9, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

COPY



Prepared by and return to:

Gary W. Lyons, Esq.  
Attorney at Law  
McFarland, Gould, Lyons, Sullivan & Hogan, P.A.  
311 S. Missouri Avenue  
Clearwater, FL 33756

File Number: 230108

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## Corporate Warranty Deed

This Indenture, made this 28th day of February, 2003 between MAC Associates, Inc., a Florida corporation whose post office address is 2024 Druid Road, Clearwater, FL 33755, a corporation existing under the laws of the State of Florida, grantor, and Skye Loch Villas Owners Association, Inc., a Florida corporation whose post office address is 729 Skye Loch Drive No., Dunedin, FL 34698, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County Florida to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Parcel Identification Number:

Subject to Real property taxes for the year 2003 and subsequent years. Subject to all easement, reservation, restrictions, and covenants of record.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

**EXHIBIT "A"**

DoubleTime

Signed, sealed and delivered in our presence:

MAC Associates, Inc., a Florida corporation

By: Robert H. Curtis  
Robert H. Curtis, President

Witness Name: Gary W. Lyons

Witness Name: Thomas J. Trask

(Corporate Seal)

State of Florida  
County of Pinellas

The foregoing instrument was acknowledged before me this 28th day of February, 2003 by Robert H. Curtis, President of MAC Associates, Inc., a Florida corporation, on behalf of the corporation. He/she  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

Gary W. Lyons  
Notary Public, State of Florida

Printed Name: Gary W. Lyons, Esq.

My Commission Expires: July 9, 2002



EXHIBIT "A"

PINELLAS COUNTY FLA.  
OFF. REC. BK 12588 PG 2522

SKYE LOCH

Part of Lots 7 and 8 of REVISED PLAT OF I. HELLER'S SUBDIVISION described as Commence at the Northeast corner of the intersection of Skye Loch Drive South and Skye Loch Drive West run East 73.9 feet for a Point of Beginning; thence North 735 feet; thence East 465 feet; thence South 35 feet; thence West 365 feet; thence Southerly 865; thence West 45 feet to a Point of Beginning; Consisting of an existing foot bridge over the lake; plus the adjoining open driveways between Lots 3 and 4, Unit 3, to the West and Between Lots 5 and 6, Unit 4. (Parcel Number 35/28/15/38088/000/0070)

AND

All areas designated as recreational and those areas designated as open land in Subdivision not sold for private ownership (Parcel Number 35/28/15/82683/000/0010) and including but not limited to those certain roadways described as SKY LOCH DRIVE WEST, and all adjoining common open driveways extending to said road; SKY LOCH DRIVE EAST, and all adjoining common open driveways extending to said road; SKY LOCH DRIVE NORTH, and all adjoining common open driveways extending to said road; SKY LOCH DRIVE SOUTH, and all adjoining common open driveways extending to said road; PORTREE DRIVE and all adjoining common open driveways extending to said road; and DUNVEGAN DRIVE and all adjoining common open driveways extending to said road; The right to that certain permanent easement over the following described land, to be used for the purpose of ingress, egress and road right-of-way, to-wit, the North 25 feet of the East 218 feet of the South 410 feet of Lot 8, REVISED PLAT OF I HELLER'S SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 9, page 19 of the Public Records of Pinellas County, Florida and as per Deed recorded in O. R. Book 2622 page 366, of the Public Records of Pinellas County, Florida.

AND

Lot 75, less the North 25 feet (Parcel Number 35/28/15/82683/005/0750); Lot 78, less the South 15 feet (Parcel Number 35/28/15/82683/005/0780); Lot 74 (Parcel Number 35/28/15/82683/005/0740); Lot 63 (Parcel Number 35/28/15/82683/005/0630); and Lot 62 (Parcel Number 35/28/15/82683/005/0620), all being in Unit 5; AND Lot 48 (Parcel Number 35/28/15/82683/004/0480) and Lot 47 (Parcel Number 35/28/15/82683/004/0470), of Unit 4, of SKYE LOCH VILLAS an unrecorded plat; a part of Lots 7 and 8 of the REVISED PLAT OF I. HELLER'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 9, page 19, of the Public Records of Pinellas County, Florida.

AND

The East 50 feet of the North 114.6 feet of Lot 6, Less the North 25 feet for right-of-way, of the REVISED PLAT OF I. HELLER'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 9, page 19, of the Public Records of Pinellas County, Florida. (( Parcel Number 35/28/15/38088/000/0061) and A portion of Lot 7 of the REVISED PLAT OF I. HELLER'S SUBDIVISION, as recorded in Plat Book 9, page 19, of the Public Records of Pinellas County, Florida, further described as follows: from the Northeast corner of Lot 8 of the REVISED PLAT OF I. HELLER'S SUBDIVISION, go North 88 degrees 52'03" West 886.54 feet; Thence South 00 degrees 22'26" West 25.00 feet to the Point of Beginning; thence continue South 00 degrees 22'26" West, 89.05 feet; thence South 89 degrees 37'34" East 71.23 feet to a Point on the West Right-of-Way of Skye Loch Drive West; thence North 00 degrees 17'06" East, 88.10 feet to an intersection with the South Right-of-Way of Beltrees Street; thence North 88 degrees 52'03" West along said Right-of Way a distance of 71.10 feet to the Point of Beginning.

AND

TOGETHER WITH:

any and all real property, together with all improvements thereon and any and all easements, right-of-way, strips, gores, alleys, privileges, permits, licenses, leases, appurtenances, hereditaments, rights to water, rights to drainage and any other rights belonging to, or inuring to the benefit thereof, located in and onto SKYE LOCH VILLAS

UNVERIFIED AND UNCERTIFIED/ A PROPER SURVEY TO CONFIRM SAME.

COPY

## SKYE LOCH VILLAS SERVICE AND MANAGEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between MAC ASSOCIATES, INC., hereinafter called "Service Corporation", and the present owners of property situate in Skye Loch Villas of Dunedin, Florida, as a class hereinafter called "Owners", and future purchasers of property situate in Skye Loch Villas of Dunedin, Florida, as a class hereinafter called "Future Owners".

### WITNESSETH:

WHEREAS, the Service Corporation, pursuant to purchase agreements with Owners has agreed to provide among other things certain services, which are more fully hereinafter described and set out, and additionally, agreed to render further management services specifically enumerated in paragraphs 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 24 and 25 of such purchase agreements previously entered, and

WHEREAS, each of the present Owners have agreed to pay a monthly service charge to the Service Corporation for the providing of such services and management and Future Owners will be obliged to make such monthly payments for the providing of such services and management, and

WHEREAS, it is intended by this contract to clearly set forth and compile the rights and duties of the respective parties, NOW, THEREFORE, in consideration of the buying and selling of property, located in Skye Loch Villas on behalf of the Service Corporation and the present Owners and in consideration of the buying and selling of additional property in Skye Loch Villas on behalf of Future Owners, the parties hereto do hereby agree and covenant as follows:

1. That the present Owners agree to continue to make payments to the Service Corporation in accordance with the contracts previously entered monthly in the amount so stipulated in said contracts and Future Owners agree to make payments as shall be stipulated in their purchase agreements at the time and in the manner specified therein.

2. That the parties agree that the said Service Corporation shall have the right, upon the expiration of three (3) years from the date such monthly payment commences, to be paid by an Owner or Future Owner, to increase the cost of such monthly payment by a sum which shall be equal to Three per cent (3%) per year; and thereafter shall have the privilege of increasing said monthly service charge to a sum which shall be equal to Three per cent (3%) thereof for a space of ten (10) years; provided, however, that the total amount of increase for this ten-year period shall not exceed Twenty-five per cent (25%) of the original amount set forth in the original purchase agreement. Thereafter, the Service Corporation shall have the right to increase said monthly charges in a sum which shall be equal to the actual increase of the cost of providing such services as enumerated herein and in so doing, the Service Corporation shall notify Owners of proposed increase, the same being supported by evidence of increased costs in regard thereto.

3. The Owners and Future Owners agree to make no exterior changes to any property within Skye Loch Villas, including color of such exterior, without prior written approval of the Service Corporation.

4. The Service Corporation agrees for and in consideration of the monthly service charge received by it to furnish the following services:

- A. Furnish reasonable water for home.
- B. Provide garbage area and removal of garbage from same.
- C. Provide sewer service for home.
- D. Maintain water distribution lines in easement areas.
- E. Maintain sidewalks.
- F. Provide recreation facilities.
- G. Maintain sewer distribution lines in easement areas.
- H. Provide proper management.
- I. Mow, edge and care for lawn in recreation areas.
- J. Maintain street lights.
- K. Provide water and sewer for recreation areas.
- L. Maintain streets.
- M. Furnish electricity for street lights.
- N. Maintain recreation facilities.
- O. Paint outside wood trim, stucco and gutters on home.
- P. Furnish electricity for recreation facilities.
- Q. Provide park areas.
- R. Provide laundry areas.
- S. Mow and edge grass around home.
- T. Clean and provide water for laundry areas.
- U. Maintain central antenna system.

5. For the purpose of providing the foregoing services, the Seller retains legal title to all easements for utilities, sewers, sidewalks, streets, parking areas, laundry areas, storage areas and recreation areas. The Purchaser is hereby granted a perpetual right to use all such easements and areas, the same having been properly recorded in the public records of Pinellas County, Florida, and granted to all Owners of property in Skye Loch Villas.

6. It is agreed by the parties that it is desirable to maintain a cooperative living development in which all owners shall be compatible and shall jointly enjoy living in Skye Loch Villas and to maintain a high standard of living for owners of property therein, and the Service Corporation, present Owners and Future Owners of property therein agree to the following:

A. It is agreed by all parties that a master plan for development has been filed with the City of Dunedin reflecting five (5) lots to be developed and known as "Skye Loch Villas".

B. That in order to maintain the above purpose as set out, it is agreed that the Service Corporation, as manager of the development, together with the Owners, as they may appear to have an interest, from time to time shall have the right to develop such rules and regulations governing the conduct of Owners therein both as to the use of the premises which each of them own and as to the use of the easement areas and each of the Owners and Future Owners have agreed or shall agree at the time of the purchase of said property to abide by each and every term and provision of such rules and regulations.

C. To effect the enforceability of the rules and regulations, the Service Corporation shall, upon the request of any five (5) Owners in any development unit, poll the Owners of such development unit by secret ballot as to the conduct and desirability of any other Owner therein and in event seventy-five per cent (75%) of such Owners shall vote for the eviction of any Owner, such Owner shall, upon notice from the Service Corporation, vacate the apartment owned by him within thirty (30) days from the date of notice. Such notice shall be by United States Certified Mail. At the end of such thirty-day period, the Service Corporation shall have the right to repurchase said property from the Owners at a price of \$\_\_\_\_\_ less four per cent (4%) per year from the date of the original purchase by the Owner, such purchase price diminished by the cost of repair necessary to place the property in good condition.

# EXHIBIT "B"

D. In the event an Owner is desirous of selling his property, then Service Corporation shall have the first option to repurchase the said property. Said purchase price shall be in accordance with the foregoing price described in the event of mandatory repurchase. In the event said Owners shall have a bona fide offer from a third party at a price in excess of said purchase price as set forth above, then Service Corporation shall then have a right of first refusal at the same price for a period of ten (10) days after written notice of said offer is given. At the expiration of said ten (10) days, if Service Corporation has not exercised its right of first refusal, said Owner shall be privileged to complete the selling of the property in accordance with the terms of the offer by such third party provided, however, that the third party has been approved as hereinafter set forth.

E. The Owners agree that the property purchased in the said development shall not be encumbered without prior written approval of the Service Corporation except to a bona fide lending institution.

7. The parties agree that to effect the covenants herein contained that the Service Corporation should coordinate its efforts with the Owners of such development and to accomplish the same, there is hereby and shall continue to be an Owners' Committee composed of five (5) members, two members appointed by the Service Corporation and three members elected by the Owners of all other units, all of such members being residents of Skye Loch Villas. Such Owners' Committee shall have the right to formulate and enforce the Rules and Regulations regarding the activities and conduct of all Owners within the development and shall have the responsibility of approving all prospective purchasers of property resold by the Owners within the development pursuant to this agreement. Additionally, such Owners' Committee shall act as liaison between prospective Owners and Service Corporation as to the operation of the development.

8. Each purchaser of a unit in Skye Loch Villas shall become a member of the Skye Loch Villas Owners' Association and shall be entitled to vote for the members to be elected to the Owners' Committee and such Owners' Committee shall serve as Board of Directors for Skye Loch Villas Owners' Association.

9. The present Owner and all Future Owners agree that in the event the service charges stipulated in the contract of purchase are not paid in the times and manner provided therein the Service Corporation shall be entitled to a lien on the property of such Owner in the amount of unpaid charges and shall have the right to perfect such lien and foreclose the same to collect such unpaid service charges. The Owner agrees to pay all costs and reasonable attorneys fees in the enforcement and collection of such charges.

10. In the event the Service Corporation shall become insolvent or bankrupt or for any other reason fails to provide services hereinbefore enumerated, the Skye Loch Villas Owners' Association shall have the right after thirty (30) days notice for the correction of such defaults to receive title to all recreational facilities, easements, roads, sidewalks and the Service Corporation shall forfeit all rights hereunder including, but not limited to, right to receive monthly payments and right to manage the development and thereafter the Skye Loch Villas Owners Association shall assume the obligations of providing such services and other obligations hereunder.

11. The parties acknowledge that the Service Corporation is one and the same corporate entity as the Seller and that the Seller or the Service Corporation has the right to assign all rights of management and other obligations hereunder provided that the said Servicing Corporation shall not be relieved of its obligations to provide the services and to perform the obligations imposed hereby.

IN WITNESS WHEREOF, this agreement is executed by the Service Corporation and is adopted by the present Owners of Skye Loch Villas as a class by delivery thereof and receipt showing delivery has been made and by Future Owners of the property within Skye Loch Villas by their acceptance, signing and delivery of a purchase contract for the purchase of property within Skye Loch Villas.

Agent:

MAC ASSOCIATES, INC.

by: \_\_\_\_\_

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SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.  
AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY  
RULES AND REGULATIONS  
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**SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

**AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY**

**Pinellas County Florida**

**RULES AND REGULATIONS**

**March 1, 2003**

**ARTICLE I**

**PURPOSE AND DEFINITIONS**

1.1. Any provisions, definitions and/or contexts not covered by these RULES and REGULATIONS, hereinafter referred to as "RULES", are covered in the DECLARATION OF RESTRICTION OF SKYE LOCH VILLAS, hereinafter referred to as DECLARATION, BY- LAWS or FLORIDA STATUES, hereinafter referred to as "FS". The BOARD OF DIRECTORS, hereinafter referred to as "BOARD".

1.2. Skye Loch Villas, is an adult community of single family homes situated in the City of Dunedin, County of Pinellas, State of Florida.

1.3. Each Member owns an equal undivided interest of the common Properties, to wit: buildings, pool, lake, streets, sidewalks, lights, common ground, and parking areas and is restricted to Members who join in the provisions of the Declaration, and his/her/their successors in title.

1.4. Contract Members shall be provided access and use of the Properties in exchange for the payment of fees.

1.5. In no event may the use of these Properties be extended to the GENERAL PUBLIC.

1.6. Please read all of the following Rules carefully and thoroughly. As you read these Rules, we ask that you keep in mind that they are for YOUR PROTECTION.

1.7. These Rules are applicable to all Members, Contract Members, Renters, Lease Holders and to their families, guests and their employees.



1.8. The objective of the Board is to provide a healthy, safe, fun and carefree way of life. All reasonable means have been taken to insure that your stay in Skye Loch Villas is pleasant and enjoyable. Consideration and courtesy to others, plus your cooperation in maintaining an attractive home and site will help sustain the standards of the Community.

1.9. Therefore, in order to protect and safeguard each and every Member, Contract Member and their Residential Structures located within Skye Loch Villas, the following Rules are hereby created to wit:

1.10. The Association will have the authority to promulgate policies, procedures, rules and regulations in order to carry out the intent of this provision. Expenses of complying with the law shall be the common expenses of the Association. The Board may promulgate rules to implement these restriction.

## ARTICLE II

## GENERAL

2.1 In accordance with the provisions of the Fair Housing Act, the Association has adopted a minimum age restriction for Skye Loch Villas. One Hundred percent (100%) of the Villas shall be occupied by at least One (1) person age Fifty-Five (55) years of age or older. All other occupants must be at least Fifty (50) years of age. No person, children or grand children may stay overnight in a Villa in the aggregate of more than Twenty One (21) days per Twelve (12) month period if they are less than Fifty (50) years of age, with the exception of medically necessary Care Giver(s). This occupancy must be approved in advance by the Board. The following information must be in writing and filed with the Secretary. The Occupant must provide the medical background and doctors written certificate of necessity and be the result of hardship, such as a disability of the Occupant. Care Giver(s) must be a registered licensed Florida Care Giver.

2.2. All Villas must be own by Natural persons.

2.3. No person may own more than Two (2) Villas within Skye Loch Villas and must live in one of their Villas.

2.4. Any person staying in a Villa more than twenty-one (21) days, as noted above, will be considered a permanent resident and must obtain the approval of the Board.

2.5. The sharing of any Villa by more than one family is strictly forbidden. The Association reserves the right to levy additional charges to any Villa Owner who's Villa is occupied by additional permanent adults than stated as the normal occupancy on the interview agreement.

2.6. To preserve and retain the value of Sky Loch Villas, Rented Villas will be limited to not more than five ( 5%) percent of the 168 Villas and must be rented for a term of not less than six (6) months. A copy of the current lease for a Renter or Lease Holder must be provided to the Secretary prior to the approval interview by the Board.

2.7. All individuals renting a Villa must meet the requirements for occupancy in Skye Loch Villas, and must receive approval by the Board prior to occupancy.

2.8. An administrative fee of Fifty (\$50.00) dollars, ( non refundable) will be charged for each Renter or Lease Holder interview.

2.9. Owner(s) or their Real Estate Agent is responsible to notifying in writing the Secretary, any changes in ownership or occupancy in advance of such happenings.

2.10. It shall be the responsibility of the Seller, Lessor Holder or Real Estate Agent to arrange for a personal meeting between the prospective Owner or Tenant and the Board prior to the final closing of the Villa or signing of a lease, to secure approval of the Board.

2.11. All Owner(s) shall provide written notice to the Secretary of all guest(s) staying overnight, including the length of stay and the date their guest plan to leave, (if more than an overnight stay) to assure the Association knows who belongs in the Area.

2.12. Baby-sitting on a regular basis or day care of children as an occupation may not be carried on in Skye Loch Villas.

2.13. Children are welcome as visitors. However, should they cause a disturbance, the Owner must make them behave or ask them to leave the Premises.

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ARTICLE III VILLA

3.1. No improper or offensive activity, commercial trade, business or activity shall be carried on within the Villa or Community, nor shall anything be done which may become a disturbance or annoyance to the neighborhood or other residents.

3.2. No nuisance shall be permitted in the community nor shall any use or practice be permitted which is or becomes an annoyance or which interferes with the peaceful and possession of other residents.

3.3. No structural additions, alterations or improvements may be made to the exterior of any unit and/or the yard without a drawing and written explanation of the purposed additions, alterations or improvements sent to the Secretary for the Board's approval one (1) month prior to any work start date. CITY PERMITS MAY BE REQUIRED. It is the Owner's responsibility to apply for all needed City permits .

3.4. The Owner is wholly responsible for the entire maintenance of the interior and exterior of their individual Villas, except for the periodic painting of the exteriors paint able surfaces of the Villas, (excluding awnings), by the Association.

3.5. No Owner shall change the color of the exterior paint, trim or shingles of there Villa.

3.6. The Owner's maintenance responsibilities include, but is not limited to, the roof, air conditioner, windows, awnings, doors, and sewers excluding the trunk line. The Association will provide cutting and edging of the grass areas and maintain the water lines up to the exterior wall of the Villas.

3.7. In the event any Owner shall fail to properly maintain their Villa or site, the Board reserves the right to provide for such maintenance at the expense of the Owner. The Owner shall have no recourse against the Board or the Association for any maintenance undertaken by the Board.

3.8. Failure of an Owner to properly maintain their Villa and /or site shall be considered a breach and violation of the Rules, By-Laws and Declaration.

3.9. No external antennas including any discs, telecommunication, radio, receiving disc or dishes of any type shall be installed on any of the Villas.

3.8. Any planting of trees, shrubs, flowers, placing of statues or other obstacles that will or can interfere with lawn maintenance shall require a detail drawing sent to the Secretary and must receive approval by the Board prior to installation or planting.

3.10. The Owners shall be responsible of keeping all walkways, sidewalks

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3.10. The Owners shall be responsible of keeping all walkways, sidewalks and easements around their Lot free of any obstruction.

3.11. Laundry, bedding, clothing or rags shall not be hung outside the Villa or in the carport.

3.12. Any tools, equipment of any kind or miscellaneous items stored in the carport must be stored in an enclosed storage facility or hung on the walls of the carport. Washer, dryer and hot water tanks must be enclosed. All the above items shall not be seen from the side walks.

3.13. The building or placing of any storage facility or miscellaneous items in a car port shall NOT prevent the Occupant's ability to park their vehicle in their carport.

3.14. No items of any kind may be stored outside the Villa, including the back yard, except lawn chairs, tables and propane cookers. These items shall be kept in good condition at all times.

3.15. No sign(s) of any kind shall be displayed to the public view except one real estate sale sign when applicable. This sign must be parallel to and no more than two (2) feet from the Villa's front wall. It must be maintained in good condition and be removed on or before the closing.

3.16. No pets or animals are allowed in or about any Villa, except small quiet birds or fish.

3.17. If a seeing eye or helper dog or animal is needed by an Owner for any reason, a doctors certification is needed and the dog or animal must be registered and licensed as a Seeing Eye or helper dog or animal. This information shall be sent to the Secretary for approval by the Board prior to residency of the animal in the Villa.

3.18. The Board shall not deny any Owner and/or agent the right to sell their Villa. However the Board does reserve the right to approve new Owners prior to the sale of a Villa. The Board has the discretion to charge a processing fee of Fifty (\$50.00) dollars, (non refundable) for each new Owner interview.

3.19. A new applicant must provide the Board with all reasonable information requested by the Board. Approval is further subject to the new Owner accepting the **DECLARATION OF RESTRICTIONS, BY-LAWS AND RULES AND REGULATIONS** for SKYE LOCH VILLAS.

**ARTICLE IV STREETS AND PARKING**

- 4.1. Occupants that have one (1) vehicle in Skye Loch Villas shall park it in their carport, garage or assigned parking space.
- 4.2. Occupant with a second vehicle, he/she shall park this vehicle in one of the Green Areas, adjacent to the north and south dumpsters and on Skyloch Drive, East.
- 4.3. No Occupant shall park his/her car(s) or vehicle(s) in any of the designated visitors parking area unless they have guests or visitors using their carport or driveway.
- 4.4. The parking space behind the Clubhouse shall be left open for those that are working in the Clubhouse kitchen or using the laundry area. The parking area North (front) of the Clubhouse shall be left open for Clubhouse use only, not resident parking. The parking area West of the Maintenance Garage shall be left open for access to the garage and Maintenance Personnel's vehicle(s) and those using the laundry area.
- 4.5. A 15 MPH speed limit shall be maintained throughout Skye Loch Villas. Owners are responsible for any person(s) staying or visiting in their Villa and will be totally answerable for violation of the speed limit by any such person.
- 4.6. No repairs or washing of cars or vehicles is permitted on any Lot. A wash area is provided by the North end dumpster. When using the wash area, cars will not park on the drive at any time.
- 4.7. Motor homes, trailers of any type, campers, boats, trucks, tents, shacks, or any temporary building or other appurtenances of any design whatsoever, except for family vans (windows and rear seats), half ton pick-up trucks and sport utility vehicles, are prohibited to be housed, parked or inhabited in Skye Loch Villas. Any of the above mentioned vehicles may park in front of the Villa they own or are renting, to load or unload for a maximum of One (1) hour. A written request may be submitted to the Secretary and with prior approval by the Board, may permit the Owner(s) of motor homes or house trailers to park on the green area by the North dumpster. The Board shall define said vehicles and appurtenances and set time limits for parking.
- 4.8. No vehicles except commercial vehicles on business shall park on the streets or roads of Skye Loch Villas.
- 4.9. No commercial vehicle shall be park in Skye Loch Villas over night without prior Board approval and shall be parked in the green area.
- 4.10. Care must be taken to avoid causing a traffic problem, blocking a neighbor's driveway or access by emergency vehicles.

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- 5.1. Everyone coming to the recreation area must be appropriately dressed. Beach jackets or robes and sandals or other footwear must be worn to and from the pool area. All men must wear shirts in recreation and common areas at all times except in the swimming pool area.
- 5.2. The Pool hours are 9: 00 A.M. to 9: 00 P.M.
- 5.3. No one is permitted in the pool water ALONE unless an adult is present.
- 5.4. All people under the age 17 years using or in the recreation area shall be accompanied by an responsible ADULT.
- 5.5. Everyone must be properly dressed in the common areas of Skye Loch Villas at all times.
- 5.6. Everyone must abide by all posted Rules.
- 5.7. No alcoholic beverages or glass containers are permitted in the pool area.

## ARTICLE VI

## MISCELLANEOUS

- 6.1. All Owners shall advise the Secretary in writing of any contractor they are using to repair or upgrade their Villa.
- 6.2. When hiring any Contractor, the Owner shall advise the Contractor that they shall not use the Skye Loch Villas dumpsters for their rubbish and trash . If said Contactor does use our dumpsters the Owner will be responsible for the cost of disposing of the rubbish and trash.
- OWNERS, RENTERS, LEASE HOLDERS AND CONTRACT MEMBERS ARE ASKED TO RECYCLE THEIR NEWS PAPERS, ALUMINUM CANS, PLASTIC AND GLASS BOTTLES AND CARD BOARD BOXES AT THE CITY RECYCLE CENTERS. This will cut the cost of rubbish Pick-ups.**
- 6.4. No item(s) larger than a five gallon can shall be put in the dumpsters at any time.
- 6.5. All larger rubbish item(s) shall be put on the ground by the side of the North dumpster off of Skyloch Drive, West. The Person or Owner shall inform the Management Agent to make arrangements for a special rubbish pickup.
- 6.6. All trash must be bagged in plastic, tied and placed in the back end of the dumpsters when ever possible.

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- 6.7. No peddling, soliciting or commercial enterprise of any kind will be allowed from any Villa or Skye Loch Villas area.
- 6.8. No feeding of animals, bird's, fish or turtles is allowed at any time.
- 6.9. The abuse of outside watering by an Owner or Occupant of a Villa at any time will not be tolerated. DUNEDIN WATERING SCHEDULE WILL BE FOLLOWED AT-ALL TIMES. Any violation of this rule will be reported to the Dunedin Water Department.
- 6.10. The Association or any contracted Management Companies Agent, at the request of the Board reserves the right of access into all Villas at all times for the purpose of inspection and utility maintenance. Excessive wasted water caused by leaking faucets or toilets will result in higher monthly maintenance fees for everyone.

## ARTICLE VII SANCTIONS FOR VIOLATIONS

7.1. SEE ARTICLE X OF THE BY-LAWS, FOR FINING PROCEDURES IN SKY LOCH VILLAS.

7.2. The sanctions to be imposed by the Board through any contracted Management Company hereinafter referred to as the Agent, for any violations of the Declaration, By-Laws, Rules, including Swimming Pool, Shuffle Court, Billiard Room, Clubhouse Rules and any other adopted, rules and regulations shall include:

- A. Levying fines as per Article X of the By-Laws and allowed by Law.
- B. No fine shall exceed One Hundred (\$100.00) per violation, (See Article X). In case of a continuing violation, each day the violation continues shall be deemed to constitute a separate violation. Total fines are not to exceed One thousand (\$1000.00) dollars.
- C. Suspension of voting rights.
- D. Suspension of the rights to use certain common elements facilities, including but not limited to the swimming pool, billiard room and Clubhouse.
- E. Institution of legal proceedings to compel compliance or to obtain cost of damages and attorney's fees.
- F. Any other sanctions provided by law.
- G. Imposition of one or more of the above items as the Board deems necessary.

7.3. Any MAINTENANCE FEES not paid within ten (10) days after the first of each month shall be charged TEN (\$10.00) dollars per month. See Article VII, section 8 of the Declaration.

7.4. No Rules, Regulations, Restrictions, By-Laws or Declaration shall be deemed to have been modified, abrogated or waived by reason of failures to enforce the same. In the event any provision (s) of any such Rules, Regulations, Restrictions, By-Laws or Declaration shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provision(s) of such Rules, Regulations, Restrictions, By-laws or Declaration.

7.5. Enforcement shall be by appropriate legal proceedings against any person(s) violating or attempting to violate any of these Rules, either to restrain the violation or recover damages. Failure to enforce any of the Rules herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

7.6. Unless other wise stated, the above sanctions shall be imposed by the Board on all violations of the Declaration, By-Laws and Rules.

The terms of the Declaration of Restrictions for Skye Loch Villas shall be superior and govern over any conflicting provision hereof.

It is understood and agreed that these Rules are a part of the Governing Documents of Skye Loch Villas Owners Association, Inc. and as such, they shall be binding upon and shall insure to the benefit of each Villa Owner, Member, Contract Member, Renter or Lease Holder, their heirs, executors, administrators, successors and assignees. It is further understood and agreed that except as otherwise provided herein, these Rules may be amend and added to by the Board and each Owner, Member, Contract Member, Renter or Lease Holder shall comply with any subsequent Rules so promulgated. See Article IV, Section 2; of the Declaration.

**THESE RULES AND REGULATIONS SUPERCEDE ALL PREVIOUS RULES AND REGULATIONS. THEY WILL BE IN EFFECT UPON APPROVAL OF THE BOARD OF DIRECTORS.**

Approved by the Board of Directors on; FEBRUARY 25, 2003.

3/3/03



# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 2, 1985, as shown by the records of this office.

The charter number of this corporation is N10056.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
3rd day of July, 1985.



CER-101

George Firestone  
Secretary of State

**EXHIBIT "D"**

N10056

ARTICLES OF INCORPORATION

FILED

OF

1985 JUL -2 PM 3 45

SKYE LOCH VILLAS OWNERS' ASSOCIATION, SECRETARY OF STATE  
(A Florida Corporation not for Profit) LALAHASSEE, FLORIDA

The undersigned, by these Articles, hereby associate themselves for the purposes of forming a corporation, not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be: SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

ARTICLE 2 - PURPOSE

The general nature, objects and purposes for which the Association is organized, are as follows:

(a) To promote the health, safety, and social welfare of the members of the Association in protecting and enhancing the value of the property of the members located in the subdivision known as Skye Loch Villas, according to plat thereof recorded or to be recorded in the current public records of Pinellas County, Florida;

(b) To endeavor to see that ad valorem taxes and assessments levied on said property of the members of the Association are uniform and fair;

(c) To endeavor to see that adequate police and fire protection, garbage and trash removal and other conveniences and utility services are furnished to the property of the members;

(d) To provide for the maintenance, improvement and beautification of access ways, common parcels, and other properties in Skye Loch Villas;

(e) To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving, vacant lots and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors, in its discretion, determines necessary, appropriate and/or convenient;

(f) To operate without profit for the sole and exclusive benefit of its members, but without pecuniary gain or profit to the members of the Association.

ARTICLE 3 - GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation;

(b) To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized;

(c) To delegate power (or powers) where such is (are) deemed in the interest of the Association;

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(d) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida;

(e) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures;

(f) To charge recipients for services rendered by the Association, and the user for use of Association property, where such is deemed appropriate by the Board of Directors of the Association;

(g) To pay taxes and other charges, if any, on or against property owned or accepted by the Association;

(h) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association, and to secure the payment of such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated;

(i) To purchase insurance;

(j) In general, to have all common law and statutory powers conferred upon corporations not for profit by the laws of the State of Florida that are not in conflict with the terms of these Articles.

#### ARTICLE 4 - MEMBERS

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in Skye Loch Villas, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot in Skye Loch Villas.

#### ARTICLE 5 - TERM

This Association shall have perpetual existence.

#### ARTICLE 6 - INITIAL SUBSCRIBERS

The names and addresses of the subscribers hereto are:

Francois M. LaMontagne  
165 Skye Loch Drive West  
Dunedin, FL 33528

Jeanie S. Wales  
109 Skye Loch Drive West  
Dunedin, FL 33528

Anne Marston  
149 Skye Loch Drive West  
Dunedin, FL 33528

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Walter Weser  
117 Skye Loch Drive East  
Dunedin, FL 33528

PINELLAS COUNTY FLA.  
OFF. REC. BK 12589 PG 2538

ARTICLE 7 - DIRECTORS

The activities and affairs of the Association shall be managed by a Board of Directors who shall be elected by the members at the annual meeting of the members, or at such other time as may be specified in the By-Laws. The number of Directors shall be fixed by the By-Laws. The first Board of Directors who shall serve until the annual meeting of the members to be held in 19 56, shall consist of the following individuals: Frances M. LaMontagne, 165 Skye Loch Drive West, Dunedin, Florida, 33528; Jeanie S. Wales, 109 Skye Loch Drive West, Dunedin, Florida, 33528; Anne Marston, 149 Skye Loch Drive West, Dunedin, Florida, 33528; Walter Weser, 117 Skye Loch Drive East, Dunedin, Florida, 33528; John Bichsel, 108 Skye Loch Drive East, Dunedin, Florida, 33528; Dorothy Marricctt, 212 Skye Loch Drive East, Dunedin, Florida 33528; Russel Rawlings, 156 Skye Loch Drive West, Dunedin, Florida, 33528; and Dorothy Anderson, 254 Portree, Dunedin, Florida, 33528. All vacancies in the Board of Directors shall be filled by the remaining Directors.

The Board of Directors may by resolution designate an Executive Committee, to consist of one or more of the Directors of the Association, which, to the extent provided in said resolution, or in the By-Laws of the Association, shall have and may exercise the powers of the Board of Directors in the management of the affairs of the Association.

The Board of Directors may deal with and extend the income and principal of the Association in such manner as in the judgment of the Board will best promote its purposes.

The By-Laws may confer powers upon the Directors in addition to the foregoing, and other powers and authorities expressly conferred upon them by statute.

ARTICLE 8 - OFFICERS

The officers of the Association, who shall manage its affairs under the direction of the Board of Directors, shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors from time to time may elect or appoint. The officers shall be elected at the annual meeting of the Board of Directors, or at such other time as may be specified in the By-Laws, and shall hold office for such period of time as the By-Laws shall provide. The names, addresses and offices held of the officers who are to serve until the first election, or appointment, under the Articles of Incorporation are:

Frances M. LaMontagne - President  
165 Skye Loch Drive West  
Dunedin, FL 33528

Jeanie S. Wales - Vice President  
109 Skye Loch Drive West  
Dunedin, FL 33528

Anne Marston - Secretary  
149 Skye Loch Drive West  
Dunedin, FL 33528

Walter Weser - Treasurer  
117 Skye Loch Drive East  
Dunedin, FL 33528

ARTICLE 9 - BY-LAWS

The members, by both a vote of the majority of those present at any meeting at which a quorum is present, shall make, alter, amend, or rescind the By-Laws of the Association.

ARTICLE 10 - DISSOLUTION

Upon the dissolution or liquidation of the Association, whether voluntary or involuntary, all of its funds and other assets remaining after payment of all costs and expenses of dissolution or liquidation shall be distributed and paid over entirely and exclusively to organizations which have qualified for exemption under Section 501(c)(3) of the Internal Revenue Code of 1954, or to the federal government, or to a state or local government, for public purpose. None of the funds or assets, and none of the income of the Association, shall be paid over, distributed to or inure to the benefit of any member, officer or director of the Association or any other private individual.

ARTICLE 11 - STOCK

The Association shall not have or issue any shares of corporate stock.

ARTICLE 12 - OFFICE

The initial principal office of the Association is to be located at Dunedin, Florida, which office may be changed from time to time by action of the Board of Directors.

ARTICLE 13 - AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as follows: Every amendment shall first be proposed by member and shall then be approved by a majority of the members by resolution duly adopted at any meeting thereof at which a quorum is present. A copy of the proposed amendment with thereon a certificate that it has been approved by the members, sealed with the corporate seal, signed by the Secretary, and executed and acknowledged by the President or Vice President, shall be prepared and filed with the Secretary of State of the State of Florida in the manner required for Articles of Incorporation of corporations not for profit. The Articles of Incorporation shall be amended, and the amendment shall be incorporated therein, when the amendment has been filed with the Secretary of State, approved by him, and all filing fees have been paid. Subject to the foregoing terms and conditions, the Association reserves the right to alter, amend, change or repeal any provision contained herein.

ARTICLE 14 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by the fact that any director or officer of the Association is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such firm, association, corporation, or partnership. It is specifically intended that officers of the Association may also be officers in or have interest in the corporations with which management or maintenance agreements are or may be entered into with respect to Skye Loch Villas.

COPY

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this 22nd day of June, 1985, for the purpose of forming this corporation not for profit under the laws of the State of Florida, and we hereby make, subscribe, acknowledge, and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certify that the facts herein stated are true.

Frances M. La Montagne  
FRANCES M. LAMONTAGNE

Jeanie S. Wales  
JEANIE S. WALES

Anne Marston  
ANNE MARSTON

Walter M. Weser  
WALTER WESER

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, personally appeared Frances M. LaMontagne, Jeanie S. Wales, Anne Marston and Walter Weser, parties of the foregoing Articles of Incorporation, to me well known and known to me to be the individuals described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they make, subscribe and acknowledge the foregoing Articles of Incorporation as their voluntary act and deed, and that the facts set forth therein are true and correct.

WITNESS my hand and official seal this 22nd day of June, 1985.

Della M. Kohl  
Notary Public, State of Florida

My commission expires: 9-20-85

CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED AGENT  
SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., desiring to organize under and in accordance with the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, at 165 Skye Loch Drive West Dunedin, Florida, 33528, County of Pinellas, has named Frances M. LaMontagne, at 165 Skye Loch Drive West, Dunedin, Florida, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been designated as the Registered Agent for SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., I hereby accept the designation and agree to act as the Registered Agent of said Corporation.

*Frances M. LaMontagne*  
FRANCES M. LAMONTAGNE

Dated this 22<sup>nd</sup> day of June, 1985.

FILED  
1985-JUL-2 PM 3:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

**AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY**

**BY-LAWS**

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**SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

**AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY**

**Not for profit Florida Corporation**

**BY-LAWS**

**March 1, 2003**

**ARTICLE I ORGANIZATION AND DEFINITIONS**

1.1. The name of the corporation shall be SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION."

1.2. SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC. is registered as a not for profit Corporation, charter number N10056, registered July 1985 in the State of Florida.

1.3. Office Location: 729 Sky Loch Drive, North  
Dunedin, Florida, 34698

1.4. Any provisions, definitions and/or contexts not covered by these By-Laws are covered in the DECLARATION OF RESTRICTIONS OF SKYE LOCH VILLAS, hereinafter referred to as the "DECLARATION," the RULES AND REGULATIONS, hereinafter referred to as "RULES," the BOARD OF DIRECTORS, hereinafter referred to as "BOARD," and the FLORIDA STATUTES, hereinafter referred to as "FS."

1.5. The terms of the Declaration of Restrictions for Skye Loch Villas shall be Superior to and govern over any conflicting provision hereof.

1.6. These By-Laws and Rules shall be initially adopted and approved by a majority of the Board. The Board shall have the right to adjust word groups, correct misspelled words, change and omit words and make any other correction in all Articles of the By-Laws and Rules during the first year, as long as it does not change the approved version. Thereafter, the By-Laws and Rules shall be amended or rescinded by a 2/3 vote of Members present or by proxy at any Regular or Special Meeting of the Membership duly called and convened, see Article IX, Amendments.

**ARTICLE II                      PURPOSE**

- 2.1. To foster and promote neighborly feelings, friendship, fellowship and welfare among the Members as well as providing for social, educational and civic functions.
- 2.2. To formulate and enforce these By-Laws, the Declaration and the Rules governing the conduct of the Member(s), Contract Member(s), Renter(s), Guest or Tenants as allowed by law.
- 2.3. To supervise, along with any contracted Management Company, the operation of the recreational facilities and the common area of Skye Loch Villas to the maximum benefit and enjoyment of all Member(s), Contract Member(s), Renter(s), Guest or Tenants.
- 2.4. To oversee any contracted Management Company hired to manage Skye Loch Villas.

**ARTICLE III                      MEMBERSHIP**

- 3.1. Member shall be limited to the Owner or Owners of a Lot who execute a written agreement to be bound by the Declaration, and his/her/their successors in title. See Article I, Section 8, of the Declaration.
- 3.2. Only Members shall be entitled to hold an elected Office and cast One (1) vote per Villa owned.
- 3.3. Contract Member(s), shall be limited to the Owner or Owners of a Lot who have a personal contractual relationship with the Association for provision of services and facilities in accordance with the position of the Association and are bound by the Articles of these By-Laws, Declaration, Rules and not entitled to vote.
- 3.4. The Member(s), Owner(s) or Contract Member(s) that purchase a Villa to rent and/or lease and not to reside in, shall incur such fines their Renter(s) and/or Lease Holder(s) fails to pay, and will be subject to ARTICLE VIII, Section 1, of the Declaration.
- 3.5. It shall be the Owner(s) responsibility to inform the Renter(s) or Lease Holder(s) of the Declaration, By-Laws and Rules to which they are subject.

3.6. The Owner(s) who rents or leases their Villa shall be liable for any damages to Skye Loch Villas properties caused by the Renter(s) or Lease Holder(s).

3.7. Renter(s) or Lease Holder(s), shall be bound by the Articles of these By-Laws, Declaration and Rules and are subject to any and all fines due to any and all violations.

#### ARTICLE IV MEETINGS

4.1. Annual Meeting shall be held on the first Thursday of January at 7:00 P.M., at the Clubhouse, 729 Skyloch Drive, North, Dunedin, Florida, 34698.

4.2. Annual Meeting shall be for the reading of annual reports from Officers and Committee Chairpersons, open the nominations for additional Board Candidates from the floor, the electing of the nominated Members to the Board and such other business as may properly be presented on the prepared agenda for such meeting.

4.3. Date, time, place and a specific agenda will be included in the meeting notice and be posted on the bulletin boards and /or in the Ripple's not less then five (5) day's prior to the meeting.

4.4. Any Member that has other business they would like placed on the agenda, must submit a signed written request to the Secretary three (3) weeks prior to the Annual meeting.

4.5. Association Regular Meetings shall be held on the first Thursday of the month at 7:00 P.M., at the Clubhouse, 729 Skyloch Drive, North, Dunedin, Florida, 34698.

4.6. Meeting notices with the date, time and place and any changes or cancellations to the Association's Regular or Board Meetings shall be with just cause and/or prerogative of the Board, with a majority approval of the Board and shall be posted on the bulletin board's and/or in the Ripple's not less than five (5) days prior to the meeting.

4.7. No Association Regular Meetings will be held during the months of June, July, August and September.

4.8. Association Regular Meeting Order of Business shall be:

- A. Call the meeting to order.
- B. Pledge of Allegiance followed by a moment of silence in memory of neighbors, friends and relatives that have passed away or are very sick.
- C. Read Minutes of last meeting. (at the discretion of the President).
- D. Treasurer's report.
- E. Committee reports.
- F. Old business.
- G. New business.
- H. Motion to adjourn.

4.9. The Order of Business at all Meetings shall follow Robert's Rules of Parliamentary Procedure.

4.10. The Board shall meet on the last Tuesday of the month at the 1:00 P.M., at the Clubhouse, 729 Skyloch Drive, North, Dunedin, Florida, 34698.

4.11. During the OFF SEASON months of June, July, August and September if the President needs approval of the Board on a specific item(s) he/she shall at their discretion use the telephone, send a letters to or E mail each Board Member to obtain their vote on that specific item(s).

4.12. All Board Meeting shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting may be governed by the attorney-client privilege.

4.13. The open Board Meeting extends to Members the right to observe the business being transacted, but does not extend to Members the right to participate, object or interfere with any action being taken by the Board.

4.14. Members who would like to make a presentation, or other business for the Board during a Board Meeting shall provide the Secretary a signed detailed written notice of the specific item(s) five (5) days prior to the Board Meeting.

4.15. Directors may not vote by proxy or by secret ballot at board meetings, except secret ballots may be used in the election of Officers.

4.16. Board Meeting Order of Business shall be:

- A. Call the meeting to order.
- B. Read minutes of last meeting, (At the discretion of the President).
- C. Old business.
- D. New business.
- E. Open the meeting to the Members, (At the discretion of the President or if specific items are on the agenda).
- F. Motion to adjourn.

4.17. Special Board Meetings shall be called at the discretion of the President, a majority of the Board or on a petition signed by 25 Members of the Association specifying the purpose of the meeting and given to the Secretary ten (10) days prior too such a meeting.

4.18. The notice of a Special Board Meeting shall state the purpose of the meeting. No other business shall be transacted during the Special Board Meeting except that specified in the notice. See 4.6 for posting.

4.19. The quorum for Board Meetings shall be three (3) Directors. The quorum for a meeting of Members shall be a minimum of thirty-five (35), representing twenty percent (20%) of the voting membership, present in person and by proxy.

4.20. All proxies shall be in writing and signed by the absent Member, specifying the meeting date to be used and filed with the Secretary.

4.21. No Member may hold more than five (5) proxies. Proxies shall be effective only for the specific meeting for which it was originally filed.

4.22. The vote of the majority of Membership in person or by proxy, shall decide any question brought before such meeting except for where 2/3 vote is called for to amend the By-Laws and Rules.

## ARTICLE V BOARD OF DIRECTORS

5.1. Every Director, Officer, Committee Member, Women's Club, Volunteers, Trustees and Employees of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees reasonably incurred by or imposed on them in connection with any proceeding or settlement of any processing to which they may be in involved party or in which they may become involved by reason of their being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. the foregoing right of indemnification shall be in addition to and not exclusive of all the rights to which such Director, Officer, Committee Members, Women's Club, Volunteers, Trustees and Employees of the Association may be entitled.

5.2. The Board shall have the authority to transact the business and affairs of the Association, over-see any contracted Management Company and to make decisions within the framework of the Declaration, By-Laws and Rules and FS governing Skye Loch Villas.

5.3. There shall be a One Thousand dollar (\$1000.00) limitation on the expenditure of funds by the Board for purposes NOT expressly authorized in the budget, without the approval of the Membership.

5.4. The Board shall consist of five (5) Members.

5.5. Three (3) Directors will be elected annually, two (2) for two (2) years terms and one (1) for one (1) year term.

5.6. Any Director absent for more than three (3) consecutive Board meetings shall be automatically removed from office unless such absentee shall be excused by the Board.

5.7. The Officers of the Corporation shall be President, Vice President, Secretary and Treasurer.

5.8. The President and Vice President shall be elected by the Board from their Membership.

5.9. The Secretary and Treasurer shall be appointed by the Board from the Members.

5.10. The Officers term of Office shall be one (1) year.

5.11. Any Director may be removed from the Board for just cause, by a majority vote of the Members of the Association.

5.12. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and subject to ratification by the Membership at the next Regular Meeting.

5.13. The duties of the Board shall be to review and act upon all suggestions submitted by Members in writing and signed.

5.14. To supervise any contracted Management Company.

5.15. To interview for approval all new purchasers, renters and Lease Holders of Villas in Skye Loch Villas.

5.16. In the case of the failure of the contracted Management Company to perform the services required as set forth in the Management Contract, the Board shall take the necessary action.

5.17. To conduct the business, determine the policies, activities and levy fines as set forth in Article X of these By-Laws and allowed by law.

5.18. To discipline Member(s), Owner(s), Contract Member(s), Renter(s) and Lease Holder(s) when appropriate per the Declaration, By-Laws, Rules and F S.

- 5.19. The Board shall work with any contracted Management Company in preparing an Annual Budget for the Association.
- 5.20. The Budget shall reflect the estimated revenues and expenses for the year.
- 5.21. A majority of the Board is needed to approve the Annual Budget.
- 5.22. The Board shall work with any contracted Management Company to establish a Reserve Fund and Long Range Plans, which will hereinafter be referred to as the PLAN.
- 5.23. No Member of the Board shall receive compensation for any Service they may render to the Association. However, any Board Member may be reimbursed for actual expenses incurred in the performance of their duties.

## ARTICLE VI

## OFFICERS

- 6.1. The President shall preside at all meetings of the Association and Board and shall provide overall direction and leadership for the conduct of the business of the Corporation, subject to the control of the Board.
- 6.2. The President shall be ex-officio of all Committees except the Nominating and Covenant Enforcement Committees.
- 6.3. Vice President shall in the absence of the President assume the duties and responsibilities of the President.
- 6.4. If the President should be unable for any reason to continue to serve as President, the Vice President automatically becomes president.
- 6.5. Secretary shall keep a record of all meetings of the Association and maintain in cooperation with the Treasurer a roster of the Association Membership and perform other duties assigned by the President and required by these By-Laws.
- 6.6. All records and record books of the Secretary shall be and remain the property of the Association and be kept readily available for a period of seven (7) years.
- 6.7. Treasurer shall work with any contracted Management Company to monitor the Association's incomes and disbursements.
- 6.8. The Treasurer shall give a report on the financial condition of the Association at each Membership Meeting.

## ARTICLE VII ELECTIONS

- 7.1. At the November's Regular Association Meeting the President will appoint a Nominating Committee of three (3) Members none of whom shall be a Member of the Board.
- 7.2. At the December's Regular Association Meeting the Nominating Committee will present Nominees for the Board. Nominations from the floor shall be called for at this time.
- 7.3. The names of the Nominees from the December's Regular Association Meeting will be posted on the bulletin board(s) and/or in the Ripple's at least five (5) days before the January Annual Meeting.
- 7.4. Nominations from the floor will be accepted and election of the Board Members will take place at the Annual Meeting in January.
- 7.5. A majority vote of the Members present and by Proxy is required to be elected.
- 7.6. All those elected will be introduced to the Membership by the President and take office at the February's Regular Association Meeting.

## ARTICLE VIII COMMITTEES

- 8.1. Standing Committees shall be established by the Board as required.
- 8.2. The President shall appoint members of the standing Committees to terms concurrent with his or her term of office.
- 8.3 Standing Committees may include but not necessarily be limited to;
- A. Nominating Committee shall consist of three (3) Members, none of Who shall be a Members of the Board.
  - B. Covenants Enforcement Committee hereinafter referred to as C.E. C., shall consist of no less than three (3) Members, none of whom shall be a Members of the Board or their family members.
- 8.4. Committees maybe appointed as appropriate by the President and the Board.



8.5. Such Committees shall cease to exist at expiration of the term of the President making the appointments or when the Committees have completed the task assigned to them, whichever comes first.

ARTICLE IX AMENDMENTS

9.1. Except as provided else where, these By-Laws and Rules may be amended in the following manner:

9.2. A resolution for the adoption of an Amendment to these By-Laws and Rules may be proposed either by a majority of the Directors or by a petition signed by not less than twenty(20) percent of the Members.

9.3. A written proposal of the Amendment with the names of the Directors or Members that proposed the change shall be filed with the Secretary fifteen (15) days prior to any meeting at which a proposed Amendment shall be considered.

9.4. Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is to be considered.

9.5. Any proposed Amendments to be considered will be read at a Regular Association Meeting, then discussed and voted upon at the next Special or Regular Association Meeting. Copies of Amendment shall be available to any Member requesting them.

9.6. A proposed Amendment may be adopted by a 2/3 votes cast of the Members present and by proxy at a meeting set forth in the notice.

9.7. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from the highest to the lowest:

- a. Florida Statute.
- b. The Articles of Incorporation.
- c. The Declaration of Restrictions.
- d. The By-Laws.
- e. The Rules and Regulations.

COPY

ARTICLE X

FINING PROCEDURES

10.1. It shall be Board's prerogative to use C. E. C. (see Article VIII section 8.3, of the By-Laws) or any contracted Management Agent to handle the following items.

10.2. C. E. C. shall be charged with determining whether there is probable cause to assert that an Owner of a Villa or other person(s) is violating or has violated any provisions of the Declaration, Articles of Incorporation, the By-Laws or Rules of the Association, regarding the use of their Villa or Common Areas.

10.3. In the event that the C. E. C. determines that such probable cause exists, it shall report same to the Board. It shall be the prerogative of the Board to select either the C. E. C. or the contracted Managements Agent to inform those Owner(s) or person(s) of a violation.

10.4. A fine or suspension may not be imposed without a written Notice at least fourteen (14) days prior to the Owner(s) and/or person(s) sought to be fined or suspended, advising them of the opportunity for a hearing before the Board and a Committee of peers.

10.5. This written Notice from the Board shall describe the specific nature of the alleged violation, including a statement setting forth the provisions of the documents allegedly violated and a short and plain statement of the matters asserted by the association.

10.6. The Notice shall also state the date, time and place of the hearing to be held, if the hearing is requested.

10.7. The Notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues shall be deemed a recurring offense, subject to a separate fine, up to One Hundred (\$100.00) Dollars for each offense provided the amount of fines shall not exceed One Thousand (\$1000.00) Dollars, exclusive of interest, cost and attorney's fees

10.8. If a hearing is requested, the Board shall hold the same on the date and place set forth in the Notice, and the Committee of Peers shall hear and receive the response of the violator or Owner, if other than the violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, Owner, or C. E. C., may produce.

10.9. Any party at the hearing may be represented by counsel.

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10.10. Subsequent to the hearing, or if no hearing is requested or if no acknowledgment and promise are timely and properly made, the Board shall determine whether there is sufficient evidence of a violations as provided herein.

10.11. If the Board determines that there is sufficient evidence to support a finding that a violation or violations occurred, the Board shall send a written notification to the violator, and/or Owner if other than the violator, announcing its finding that a violation or violations occurred and notifying the violator, and/or Owner if other than the violator, that fines will be assessed and levied as provided herein.

10.12. If the Committee of Peers, by majority vote, does not approve a proposed fine or suspension, it may not imposed.

10.13. The amount of any fine shall be determined by the Board in accordance with the maximum limits set forth herein.

10.14. The Board may consider the severity of a particular violation in determining the amount of a fine.

10.15. As used in this subsection, a "recurring violation" is more than one violation of the same provision or provisions of these documents.

10.16. No further notice or hearing shall be necessary to enable the Board to levy fines.

10.17. A fine pursuant to this section shall be assessed against the Owner of the Villa, which the violator occupied or was visiting at the time of the violation, whether or not, the violator is an Owner, and shall be promptly paid to the Association by the Owner.

10.18. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the various Association documents including but not limited to legal action for damages or injunctive relief.

10.19. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.)

**THESE BY-LAWS SUPERCEDE ALL PREVIOUS BY-LAWS. THEY WILL BE  
IN EFFECT UPON APPROVAL OF THE BOARD OF DIRECTORS.**

Approved by the Board of Directors on FEBRUARY 25, 2003

3/6/03