

Admiralty Lakes Townhome Homeowners Association (ALTHA)

Quick Reference Guide to Rules & Regulations (Revised January 2016)

MAINTENANCE FEE: Due on or before the first day of each month in the amount of \$60.00 mailed to P.O. Box 560623, Rockledge, FL 32956. Any remittance received after the last day of the month will be assessed a \$10.00 late fee *effective 1/1/2016.

EXTERIOR CHANGES: There are to be no exterior changes made to your home without the approval of the Board of Directors in order to maintain the uniformity of the area. Wing turbines are now prohibited as well. Prior to commencing with any exterior changes, plans should be submitted in writing to the Board for approval by the Architectural Committee.

COMMON AREAS: Common areas are defined as all property not owned by each homeowner (refer to your survey for lot size and boundaries), and because the common area does not belong to any one homeowner, you are not allowed to place, plant, or build anything on the common area. This has not been enforced in the past, but per the Association Attorney and insurance liability, any items on common area must be removed. This includes all plants, tables, ladders, birdbaths, swings, etc. not placed by the Board.

PARKING: Residents of town homes are to park vehicles in their garage or driveways (4 spaces provided), off the common area driveway or on Admiralty Blvd. There will be no parking of boat trailers, campers, or other towed vehicles in private or common area driveways. At no time will there be parking or wheel placement on common area grass.

LAMP POST LIGHT: All front lamp posts shall be kept on during the evening as a crime deterrent and safety feature and are the responsibility of each homeowner to keep in good working order at all times.

PET LAW: (revised) Rockledge has a law requiring all animals to be on a leash and the Board enforces this as well. All animals must be on a leash. Further, all waste must be picked up and properly disposed by person walking animal(s) either on sidewalk or on common grounds of Admiralty Lakes.

ADMIRALTY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION (ALTHA)

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**ADMIRALTY LAKES TOWN HOMES HOMEOWNERS
ASSOCIATION (ALPHA)**

Quick Reference Guide to Rules & Regulations (Revised March 2007)

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**ADMIRALTY LAKES TOWN HOMES HOMEOWNERS
ASSOCIATION (ALTHA)**

Quick Reference Guide to Rules & Regulations (Revised March 2007) continued...

DUMPSTERS: (revised)

Trash dumpsters (HOBOS) are the property of the City of Rockledge and for household trash/garbage only. Shrubby and other clippings are to be bagged and placed on the ground beside the HOBOS for pick-up. Trash dumpsters are NOT to be placed curbside earlier than 5:00 P.M. the evening prior to the regular trash pick-up morning. The HOBOS must be brought in the same day. Holiday schedules are published in the newspapers and Rockledge City Newsletter. Damaged HOBOS will be replaced by Public Works Dept., 690-3961.

OPEN STORAGE:

Open storage of any unsightly materials in private or common areas will not be allowed.

Revised 3/07

**ADMIRALTY LAKES
TOWNHOMES HOMEOWNERS
ASSOCIATION
(ALTHA)**

Declaration of Covenants, Conditions, and
Restrictions

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
of
ADMIRALTY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

THIS NOTICE, made on the date hereinafter set forth, by Admiralty Lakes Development, Inc., General Contractor, hereinafter referred to as Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Rockledge, Brevard County, Florida, which is more particularly described as:

Lots 1 through 39, Admiralty Country Club Estates Townhouse Section, Unit One, as recorded in Plat Book 25, Page 59; said Plat rerecorded as Admiralty Lakes Townhomes, Phase I, Lots 2 through 38, Plat Book 25, Page 66, Public Records of Brevard County, Florida.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting and be binding upon all parties having any right, title, or interest in the described properties of any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

Article I, Section 7, Article II, Section 1, Article III, Section 2, Article IV, Sections 1, 2, 3, 4, 7, 8, and 9, Article VI Sections 2, 3, and 4, and Article VII, Sections 1 and 4, are hereby amended as follows and recorded with the Clerk of Courts, Brevard County, Florida, Book #4387 / Page 3512 on 25 July 2001.

ARTICLE I

DEFINITIONS

Section 1. "Association:" shall mean and refer to Admiralty Lakes Townhomes Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of

the Properties, including contracts Sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All land shown as Common Area "1", "7", "14", "21", "33", and "39", Admiralty Country Club Estates Townhouse Section, Unit One, as recorded in Plat Book 25, Page 59; said Plat re-recorded as Admiralty Lakes Townhomes, Phase I, in Plat Book 25, Page 66, Public Records of Brevard County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Admiralty Lakes Development, Inc., its successor and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Exterior Maintenance" shall mean the maintenance of the exteriors of the residence upon each Lot. Exterior Maintenance shall include the cleaning, painting, repair, and / or replacement and general maintenance of roofs, fascias, soffits, gutters, downspouts, glass surfaces, and all wood metal, concrete, or stone building surfaces or parts thereof.

Section 8. "Townhouse" shall mean any individual family unit in a building.

Section 9. "Party Wall" shall mean the wall between the two Townhouses in the same building.

ARTICLE II

PROPERTY RIGHTS

Section 1. Access to Common Area: Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to access easement as shown of rerecorded plat of Admiralty Lakes Townhomes, Phase I, which shall be appurtenant to and shall pass with the title of each Lot, subject to the following provisions:

- a. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid.
- b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3rds) of the members has been recorded.
- c. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

Section 2. Delegation: Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall

be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges,
- b. special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with late fees, costs, and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties, and for the maintenance and improvements of the Common Areas, and for the exercise of the powers conferred upon it, and for any other purpose deemed desirable or appropriate by the Board of Directors of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00).

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, not more than five percent (5 %) above the maximum assessment above the previous year, without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5 %) by a vote of a majority of a quorum of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the

purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two thirds (2/3rds) of the votes of the members voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60 %) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments and Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The Board of Directors of the Association shall be required to mail or hand deliver written notice of the current annual assessment to every Owner subject thereto only in the event that the annual assessment is increased from the amount of the previous year's annual assessment. Annual assessments shall be payable in twelve (12) monthly installments payable on the first day of the month. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed delinquent and shall incur a five dollar (\$5.00) late fee for each month that the assessment remains delinquent. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided of herein by non-use of the Common Area or abandonment of his Lot. Any payment received by the Association from or on behalf of an Owner shall be applied first to any late fee, then to any costs and attorneys' fees incurred in connection with the enforcement of any terms of this declaration, then to delinquent assessment(s). The above

application of payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying payment. Any funds remaining after the above application of payments may, at the sole discretion of the Association, be credited to the Owners' account or returned to the Owner.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a first mortgagee's mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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

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

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

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

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Structures. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and is Article will be deemed to have been fully complied with.

No structure of a temporary character, trailer, tent, shack, garage, barn, or other building shall be used on any residence at any time, either temporarily or permanently. No boat, trailer, or camper shall be parked, either temporarily or permanently, upon the Properties, except if it is contained within a garage, or in a designated off-street parking area.

Section 2. Fences. It is expressly prohibited for any Owner to construct a fence.

Section 3. Exterior Maintenance. Each owner shall have the sole responsibility for the Exterior Maintenance of the residence (i.e., structure, dwelling, improvement, and/or unit) on said Owner's Lot. Each Owner shall maintain his residence in a manner consistent with the maintenance standards established and/or amended from time to time by the Board of Directors of the Association (hereinafter referred to as the "Community-Wide Standard") and this declaration. The Exterior Maintenance responsibility of Owners shall be subject to the following:

- a. in the event the Board of Directors of the Association determines that the Exterior Maintenance of a residence does not comply with the Community-Wide Standard and/or this declaration, the Board of Directors of the Association shall have the option of providing Exterior Maintenance to said residence and may give the Owner written notice of the Association's intent to provide the Exterior Maintenance. The cost and expense of said Exterior Maintenance provided by the Association may be treated as an assessment, including the right of foreclosure, as subject to the provisions for the collection of assessments set forth in Article IV herein; and
- b. the notice shall generally state the Exterior Maintenance deemed necessary, the extent of which shall be determined in the sole unfettered discretion of the Board of Directors of the Association. The Board of Directors of the Association shall not be obliged to give the Owner notice of the Association's intent to provide Exterior Maintenance to that Owner's residence in the even of an emergency. The Owner shall complete the Exterior Maintenance within sixty (60) days after the Board of Directors of the Association mails or delivers the notice to complete such exterior Maintenance. In the even that the Exterior Maintenance in not capable of completion within a sixty (60) day period, the Owner shall begin the work and complete it within a reasonable time. If the Board of Directors of the Association determines that an emergency exists or that an Owner has not complied, the Association may provide the Maintenance, repair, or replacement, and all costs shall be added to and become part of the assessment obligation of the Owner and shall become a lien against the Lot.
- c. as part of the Community-Wide Standard, the residence upon each Lot shall be painted in a manner consistent with the color and style established by the Board of Directors of the Association every seven (7) years starting with the year 1998 and every seven (7) years thereafter. An Owner shall paint his residence within sixty (60) days after the Board of Directors of the Association mails or delivers the notice to paint such residence.

Section 4. Antenna Provision.

- a. Definitions. The following definitions apply to the Antenna Provision:
 1. "Antenna": any device used for the transmission and receipt of video or audio service, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

2. "Covered Antenna": an Antenna covered by the FCC's Over-the-Air Reception Devices (ITARD) Rule.
 3. "Central Antenna System": an antenna system installed by the Association to serve more than one Resident simultaneously.
 4. "Exclusive Use Area": area (and airspace) in which the Resident has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within the Declaration, Articles or Bylaws, and may be implied and/or implicit in the ownership or leasehold of a Lot.
 5. "Individual Antenna": Antenna installed by one Resident for reception by that Resident.
 6. "Mast": Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.
 7. "Resident": any person or entity who has a direct or indirect ownership or leasehold interest in a Lot or Unit, regardless of whether such person or entity actually lives or dwells on the Lot or the Properties.
 8. "Transmission-Only Antenna": An Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.
- b. Antenna Size and Type, Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:
1. Antennas designed to receive Direct Broadcast Satellite (DBS) services that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.
 2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS antennas larger than 39.4 inches (1 meter) are prohibited.
 3. Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size.
 4. Transmission-Only Antennas that are necessary for the use of Covered Antennas.
 5. Masts that are required for the installation of Covered Antennas.
 6. All Antennas not listed in items 1 through 5 immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

c. **General Rules**

1. Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.
2. **Location**
 - (i) Covered Antennas are permitted to be installed solely on Lots or Exclusive Use Areas.
 - (ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the dwelling located on a Lot wherever possible.
 - (iii) Covered Antennas shall not encroach upon and Common Area, and Lot or Exclusive Use Area of another Resident, Common Area airspace, or the airspace of a lot or Exclusive Use Area of another Resident.
 - (iv) Covered Antennas shall be located in a place shielded from view from dwellings located on other Lots, from streets, or from outside the Property to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. This section does not permit installation on Common Area, even if an acceptable-quality signal cannot be received from a Lot or Exclusive Use Area.
 - (v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.
3. **Installation**
 - (i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.
 - (ii) All installations shall be completed so that they do not materially damage and Properties or void and warranties of the Association, other Residents, or in any way impair the integrity of any dwelling or building on the Properties.
 - (iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident

shall employ qualified personnel to install the Covered Antenna and shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including complete operations) : \$1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

- (iv) Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.
- (v) Residents are liable for any personal injury or damage occurring to Common Area, another Resident's Lot or Exclusive Use Areas arising from installation, maintenance, or use of a Covered Antenna, and shall:
 - (a) pay the repair cost for damages to the Common Area, another Resident's Lot or Exclusive Use Areas and any other property damage by Covered Antenna installation, maintenance, or use;
 - (b) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance, and/or use;
 - (c) reimburse Residents or the Association for damages caused by Covered Antenna installation, maintenance, and / or use.
- (vi) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

4. Maintenance

- (i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty (30) days after notification of the need for repair.
- (ii) If Covered Antennas detach, the Residents thereof shall remove the Antennas or repair such detachment within

seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

- (iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.
- (iv) If the Resident fails to maintain or does not correct a safety hazard within thirty (30) days after notification, the Association may enter onto the Lot where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the Lot where the Covered Antenna is located.

5. Covered Antenna Camouflaging

- (i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, dwelling, etc.) on which they are installed.
- (ii) Covered Antennas installed on the ground and visible from the street or other Lot or Exclusive Use Area must be camouflaged. A covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase then the Association has the option to pay for additional camouflaging.
- (iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and to blend into the material to which it is attached.

- d. Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that the Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

- e. **Number of Covered Antennas.** No more than one Covered Antenna providing the same service from the same provider may be installed by a resident on a Lot.
- f. **Association Use of Common Area for Covered Antenna Installation**
 - 1. The Association may chose to set aside a portion of Common Area for the installation of a central Antenna system to receive telecommunications signals. If the Association chooses to install a central Antenna system, the Association may prohibit Individual Antenna installations provided that the following conditions are met:
 - (i) The Common Antenna System offers the same service from the same provider as the Individual Antenna;
 - (ii) The proportionate costs for both the central Antenna system installation and the signal reception (including any service fees) must be equal to or lower then the cost for installation and service for an Individual Antenna.
 - (iii) The quality of signals received from the Central Antenna system is equal to or better then that of the signals received from the Individual Antennas; and
 - (iv) There is no unreasonable delay receiving the signals
 - 2. If the Association installs a Central Antenna System, it may order the removal of individual Antennas provided that the Association pays from the removal of the individual antennas and reimburses the Resident the value of the Individual Antennas.
- g. **Mast Installation**
 - 1. A Mast's height may be no higher then absolutely necessary to receive acceptable-quality signals.
 - 2. Masts extending 12 feet or less beyond the roofline may be installed on Lots or Exclusive Use Area, subject to the regular notification process (seen below). Masts that extend more than 12 feet above the roof line or are installed nearer to the Lot line then the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masks. Any application for a Mast higher the 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a masts higher then 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may

prohibit such installation. The notice of rejection shall specify these safety risks.

3. Since Masts extending more than 12 feet above the roof line pose risks of personal injury and damage to Common Area and other Lots or Exclusive Use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.
 4. Masts must be painted to match the color of the dwelling on the Lot where the Covered Antenna is located.
 5. Masts shall not be installed near to electric power lines than a distance equal to the total height of the masts and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines of the Mast should fall in a storm.
 6. Masts shall not encroach upon Common Area or another Lot or Exclusive Use Areas.
 7. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).
- h. **Covered Antenna Removal.** Covered Antenna Removal requires restoration of the installation location and any other affected locations, if any, to their original location. Residents of the Lot where the Covered Antenna was located shall be responsible of al costs relating to restoration of these areas.
- i. **Association Maintenance of Locations upon Which Covered Antennas Are Installed.** The following provisions apply to Covered Antennas installed by a resident on a portion of the Properties maintained by the Association:
1. If a Covered Antenna is installed by a Resident on a portion of the Properties that is maintained by the Association, that Resident retains responsibility for the Maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner that will increase maintenance costs for the Association or for other Residents. If increased maintenance or damage occurs, the Resident who installed, purchased and/or leased the Covered Antenna is responsible for all such costs. Notwithstanding anything to the contrary, nothing herein shall grant the right to a Resident to install a Covered Antenna on any portion of the Properties to be maintained by the Association.
 2. If maintenance requires the temporary removal of Covered Antennas, the Association shall provide the Resident of the Lot where the Covered Antenna is located with ten days written notice. Said Resident shall be responsible for removing or

relocating the Covered Antenna before maintenance begins and replacing Covered Antenna afterwards. If they are not removed in the required time, then the Association may do so at the Resident's expense. The Association is not liable for any damage to the Covered Antennas caused by the Association removing it. The Association is not responsible for reinstalling Covered Antennas.

3. If Covered Antennas pose immediate threats to Association Residents and personnel or Properties, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

j. **Notification Process**

1. Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the Association. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the Properties for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the Association to oversee or preclude any danger or safety hazard.
2. The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.

- k. **Installation by Tenants.** These rules shall apply in all respects to all Residents, whether Owners or tenants.

l. **Enforcement**

1. If there rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring in action for declaratory relief with the FCC or any court of competent jurisdiction. If the court of FCC determines that the Association's rules are enforceable, the Association may proceed with a law suit in a court of competent jurisdiction to obtain:
 - (i) a declaratory statement by the court with the respect to this matter;
 - (ii) an injunction compelling the removal of the antenna;

- (iii) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation, or appeal; or
- (iv) such other relief as the Association and the court deem appropriate.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement.

- a. Compliance by Owners. Every Owner and Owners tenants, guests, and invitees shall comply with the provisions, restrictions, and covenants set forth herein and any and all rules and regulations which from time to time may be adopted the Board of Directors of the Association.
- b. Enforcement. If any person or entity shall violate or attempt to violate the terms of this declaration, it shall be lawful for the Association or any owner (1) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this declaration, (2) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, and/or (3) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exists on any lot, and structure, building, thing or condition which is in violation of this declaration, the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Property where such violation exists and summarily abate and remove the same, the expense of which shall constitute an individual assessment which shall be treated and shall be collected as set forth herein, in such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this declaration. The failure of the Association or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent

thereto. The offending Owner and/or Occupant shall be responsible to the Association for all costs and fees of enforcement specifically including, without limitation, court costs, reasonable attorneys' fees, paralegals' fees, regardless whether suit is brought (including such fees and costs before trial, at trial, and on appeal).

- c. **Enforcement Committee.** The Board of Directors of the Association may appoint an enforcement committee consisting of at least three Owners within the Properties, to the extent authorized by the Board of Directors of the Association. The purpose of the enforcement committee shall be to conduct hearings, to make decisions concerning alleged violations of this Declaration by Owners, tenants, guests, or invitees and to levy fines as set forth hereinafter. Owners appointed to the enforcement committee shall not be officers, directors, or employee of the Association. A majority vote of the enforcement committee is necessary to impose a fine (as more fully set forth below).
- d. **Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the enforcement committee, a fine or fines may be imposed upon and Owner, tenant, guest, or invitee for failure to comply with any covenant, restriction, rule, or regulation set forth herein or in any of the Association's governing documents, provided the following procedures are adhered to:
 1. **Notice:** The Board of Directors of the Association or the enforcement committee shall notify the Owner, tenant, guest, and / or invitee of the alleged infraction or infractions and provide such individual or entity at least fourteen (14) days notice of the intent to fine. Included in the notice shall be the date, place, and time of a hearing before the enforcement committee at which time the party sought to be fined may present evidence and reasons why a fine(s) should not be imposed.
 2. **Hearing:** The alleged non-compliance shall be presented to the enforcement committee at a hearing at which time the party sought to be fined for the alleged violation shall have an opportunity to present defenses and reasons why a fine(s) should not be imposed. A written decision of the enforcement committee shall be submitted to the party responsible for the alleged violation not later than twenty-one (21) days after the meeting of the enforcement committee. The party sought to be fined shall have a right to be represented by counsel and to cross-examine witnesses.
 3. **Fines and / or Revocation of Certain Privileges:** The enforcement committee may impose a reasonable fine not to exceed one hundred dollars (\$100.00) per violation, or, in the

case of a continuing violation, may impose a reasonable fine on the basis of each day of said continuing violation not to exceed one thousand dollars (\$1,000.00) in the aggregate, against any Owner, tenant, guest, and / or invitee.

4. **Payment of Fines:** Fines shall be paid not later than five (5) days after notice of the imposition of assessment of the penalties.
5. **Collection of Fines:** Fines shall be a charge and continuing lien against the subject Lot and shall be treated as an assessment, including the right of foreclosure, all as subject to the provisions for the collection of assessment set forth in Article IV herein.
6. **Application of Proceeds:** All monies received from fines shall be allocated as directed by the Board of Directors.
7. **Non-exclusive Remedy:** These fines shall not be construed to be the exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

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

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than a majority of the Owners. Any amendment must be duly recorded.

Section 4. Conflicts. In the case of any conflict between this Declaration and the Articles of Incorporation, this Declaration shall control, and in the case of any conflict between this Declaration and the By-Laws, this Declaration shall control.

ADMIRALTY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION (ALTHA)

Articles of Incorporation

ARTICLES OF INCORPORATION
of
ADMIRALTY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A Corporation not for profit)

In order to form a corporation under and in Accordance with the provisions of Florida Statute 617 of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the power hereinafter mentioned; and to that end we do, by these articles of corporation, set forth:

ARTICLE I

NAME

The name of the proposed corporation shall be Admiralty Lakes Townhomes Homeowners Association, Inc., hereinafter referred to as the "Association."

ARTICLE II

PRINCIPAL OFFICE

DELETED

ARTICLE III

INITIAL REGISTERED AGENT

DELETED

ARTICLE IV

PURPOSE OF THE ASSOCIATION

The purposes and objects of the Association shall be to provide for maintenance, preservation, and architectural control of residence lots and Common Areas within the following described property, to wit:

Lots 1 through 39, Admiralty Country Club Estates Townhouse Section, Unit One, as recorded in Plat Book 25, Page 59; said Plat rerecorded as Admiralty

Lakes Townhomes, Phase I, Lots 2 through 38, Plat Book 25, Page 66, Public Records of Brevard County, Florida;

and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. This Association does not contemplate pecuniary gain or profit to the members thereof.

ARTICLE V

POWERS OF THE ASSOCIATION

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered.
2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of this corporation, to wit:
 - (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the "Declaration" applicable to the property and recorded or to be record in the Office of Clerk of Court, Brevard County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
 - (b) To fix, levy, collect, and enforce payment by any lawful means, all charges or assessment pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
 - (c) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
 - (d) To borrow money and, with the assent of two-thirds (2/3rds) of the members, mortgage, pledge, deed in trust, or hypothecate any of all of its real or personal property as security for money borrowed or debts incurred;

- (e) To dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the members, agreeing to such dedication, sale, or transfer;
- (f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3rds) of the members;
- (g) To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation law of the State of Florida, by law, may now or hereafter have or exercise;
- (h) To contract for the management of the properties and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association;
- (i) To enforce the provisions of said Declaration, these Article of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the properties as same may be hereafter established;
- (j) To exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII

BOARD OF DIRECTORS (revised)

The affairs of this Association shall be managed by a board of **five (5)** directors who **are** members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter; the members shall elect three (3) directors for a term of three (3) years. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to the By-Laws.

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event to any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the board of Directors 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 other rights to which such director or officer may be entitled.

ARTICLE IX

AMENDMENTS

Amendment to these Articles shall require the assent of a majority of the entire membership. Twenty-five percent (25%) of the membership are required to vote favorable to propose an amendment.

ARTICLE X

BY-LAWS

The original By-Laws of the Association shall be adopted by a Majority vote of the members of the Association present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be amended by the membership only in such manner as said By-Laws may provide.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. Dissolution is subject to the provisions of FS Section 617.05.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

**ADMIRALTY LAKES
TOWNHOMES HOMEOWNERS
ASSOCIATION
(ALTHA)**

By-Laws

BY-LAWS
of
ADMIRALTY LAKES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A Corporation not for profit)

ARTICLE I

NAME

The name of the corporation is Admiralty Lakes Townhomes Homeowners Association, Inc., hereinafter referred to as the "Association, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 11 th day of October, 1978.

ARTICLE II

DEFINITIONS

Refer to Article I on page -1- of the Declaration of Covenants, Conditions, and Restrictions for the definitions.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the president or by the Board of Directors or upon the

written request of the members who are entitled to vote one fourth (1/4 th) of all of the votes of all the members.

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such a meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3 rd) of the vote of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present, or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. (revised) The affairs of this Association shall be managed by a board of **five (5) directors** who **are** members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three directors for a term of one (1) year, three (3) directors for a term of two (2) years, and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of (3) years.

Section 3 Removal. Any director may be removed from the Board with or without cause, by a majority of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by

the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE v

NOMINATIONS AND ELECTION OF DIRECTORS

Section 1. Nomination. (revised) Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. **Only members of the association are eligible to submit nominations for the ALTHA governing board.** The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations **must be association members.**

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

quarterly

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held ~~monthly~~ without notice, at such place and house as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time of the next day which is not a legal holiday.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- b. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- c. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership for other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- e. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4 th) of the members who are entitled to vote;
- b. supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- c. as more fully provided in the Declaration, to:
 - 1. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - 2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - 3. foreclose the lien against any Property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- d. issue, or in cause of an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- e. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- g. cause the Common Areas and exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

President

- a. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other

written instruments and shall co-sign all checks and promissory notes.

Vice President

- b. The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as, provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

Refer to Article IV on page -3- of the Declaration of Covenants, Conditions, and Restrictions for the assessments.

ARTICLE XII CORPORATE SEAL

The seal of the Association shall bear the name "Admiralty Lakes Townhomes Homeowners Association, Inc." The word "Florida", The words "a corporation not for profit", and the year "1978"

ARTICLE XIII AMENDMENTS

Section 1. Amendments. These By-Laws may be amended at a regular or special meeting of the members or by a vote of the majority of the quorum members present in person or by proxy.

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