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PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
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# CERTIFICATE OF AMENDMENTS TO AND RATIFICATION OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION, AND BYLAWS OF POINTE WEST RECREATION FACILITY, INC.

**WHEREAS**, Point West Recreation Facility is subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pointe West Recreation Facility ("Declaration"), as originally recorded in Official Records Book 1253, Page 00659, of the Public Records of Pasco County, Florida and as re-recorded in Official Records Book 1270, Page 1894, of the Public Records of Pasco County, Florida; and

**WHEREAS**, Lorraine Molyneux, President, and Ann Malerba, Secretary, of Pointe West Recreational Facility, Inc. (the "Association"), do hereby certify that, in accordance with applicable Florida Statutes and the governing documents of the Association, a meeting of the unit owners was held on March 14, 2001, as noticed on January 23, 2001. Given that at least forty-five (45) days notice was given to the Members, the notice was adequate according to the Declaration. The total votes available at the March 14, 2001 meeting were 714. The total number of votes required to constitute a quorum was 333. The affirmative vote of no less than three-fourths (3/4ths) of the votes cast by the Members present or by proxy was required to adopt an amendment to the By-Laws of Pointe West Recreational Facility ("By-Laws") or the Articles of Incorporation of Pointe West Recreation Facility, Inc. ("Articles of Incorporation"). The affirmative vote of no less than three-fourths (3/4ths) of the votes cast by the Members present at a duly called and held meeting of the Association was required to adopt an amendment to the Declaration.

**WHEREAS,** on March 14, 2001, a quorum of the voting interests of the membership was present and the membership adopted certain amendments to the Declaration, the By-Laws and the Articles of Incorporation, as reflected in the Certificate of Amendment and recorded in O. R. Book 4648 at Page 1800, et. seq., official records of Pasco County, Florida. present and

voting at the March 14, 2001 meeting, 328 votes were cast to amend the Declaration (314 voted yes and 14 voted no); 329 votes were cast to amend the Articles of Incorporation (320 voted yes and 9 voted no); and 329 votes were cast to amend the By-Laws (320 voted yes and 9 voted no). However, said Certificate of Amendment failed to contain the information required by Article IX, Section 2D of the Declaration.

**WHEREAS**, Lorraine Molyneux, President, and Ann Malerba, Secretary, of the Association, do hereby certify that, in accordance with applicable Florida Statutes and the governing documents of the Association, a meeting of the unit owners was held on March 11, 2009, as noticed on January 22, 2009. Given that at least forty-five (45) days notice was given to the Members, the notice was adequate according to the Declaration. The total votes available at the March 11, 2009 meeting were 1097. The total number of votes required to constitute a quorum was 441. The affirmative vote of no less than three-fourths (2/3rds) of the votes cast by the Members present or by proxy was required to adopt an amendment to the By-Laws or the Articles of Incorporation. The affirmative vote of no less than two-thirds (2/3rds) of the votes cast by the Members present or by proxy was required to adopt an amendment to the Declaration. The previously recorded Certificate of Amendment as recorded in O. R. Book 4648 at Page 1800, et. seq., official records of Pasco County, Florida was ratified as recorded, and then amended in Sections I, II, III, IV and V, herein below. One hundred sixty-two (162) votes were required for the previously recorded amendments to be ratified; 244 votes cast (167 voted yes, 77 voted no).

**WHEREAS**, the following reflects the total number of votes needed for each amendment, labeled I through VII, text on subsequent pages, to pass, as well as the outcome of the vote:

- Amendment I:
  - 207 votes were required for Amendment I to pass.
    - 221 voted yes, 92 voted no.
      - *Amendment I passed.*
- Amendment II:
  - 208 votes were required for Amendment II to pass.
    - 210 voted yes, 104 voted no.
      - *Amendment II passed.*
- Amendment III:
  - 190 votes were required for Amendment III to pass.
    - 209 voted yes, 78 voted no.
      - *Amendment III passed.*
- Amendment IV:
  - 190 votes were required for Amendment IV to pass.
    - 214 voted yes, 73 voted no.
      - *Amendment IV passed.*

- Amendment V:
  - 188 votes were required for Amendment V to pass.
    - 208 voted yes, 76 voted no.
      - *Amendment V passed.*
- Amendment VI:
  - 190 votes required for Amendment VI to pass.
    - 210 voted yes, 77 voted no.
      - *Amendment VI passed.*
- Amendment VII:
  - 162 votes required for Amendment VII to pass.
    - 167 voted yes, 77 voted no.
      - *Amendment VII passed.*

**NOW, THEREFORE,** be it known that on March 11, 2009, and in accordance with the above tabulated votes, the Members approved the following amendments:

I. Article I, Section 10 of the Declaration is amended to read as follows:

Section 10. "Unit/Lot" shall mean and refer to any residential dwelling Unit/Lot located in the Properties. or the Owner of which is a member of the Condominium Association.

To the extent that the deletion of the text in Article I, Section 10 of the Declaration of Covenants, Conditions and Restrictions for Pointe West Recreation Facility is deemed to not be a scriveners error or other error, said text is amended to read as originally stated.

II. Article III, Section 1 of the Declaration is amended to read as follows:

Section 1. "Members" every Owner, including an Owner within the Condominium, shall automatically be a member of the Association upon issuance of a certificate of occupancy, for new construction, or upon recording of title instrument for resales. Membership shall be appurtenant to and may not be separated from ownership of any Unit/Lot, and any such membership shall terminate simultaneously with any termination of such Ownership.

To the extent that the deletion of the text in Article III, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Pointe West Recreation Facility is deemed to not be a scriveners error or other error, said text is amended to read as originally stated.

III. Article III, Section 1, of the Declaration is amended to read as follows:

**Section 1. Creation of Lien and Personal Obligation for Assessments.** By acceptance of a deed to a Unit/Lot, each Owner is deemed to covenant and

agree to pay to the Association annual and special assessments as hereinafter provided, regardless of whether such covenant and agreement shall be expressed in such deed. The deeded owner(s) of Unit/Lots under construction become responsible for maintenance assessments upon the issuance of the certificate of occupancy of that Unit/Lot. The annual and special assessments, together with interest costs and reasonable attorney's fees incurred in collecting same, shall be secured by a continuing lien upon the Unit/Lot against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit/Lot while he is the Owner of said Unit/Lot. Condominium Association hereby declares that any assessments under this Declaration are and shall be deemed to be "Common Expenses" which such members are required to fund and for which the Condominium Association or the Association has lien rights against the Unit/Lots of such members, whether pursuant to this Declaration or any and all applicable provisions of the Governing Documents of each Association which is located within the Pointe West Community, as recorded, which are subject to this Declaration that certain Condominium Declaration recorded in Official Records Book 700 at page 319 of the Public Records of Pasco County, Florida (and all amendments thereto) or that certain Restated Condominium Declaration recorded in Official Records Book 883 at pate 863 of the Public Records of Pasco County, Florida. Further, each such Condominium Association hereby irrevocably assigns to Association such lien rights as same secure payment of assessments under this Declaration.

To the extent that the deletion of the text in Article IV, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Pointe West Recreation Facility is deemed to not be a scriveners error or other error, said text is amended to read as originally stated.

IV. Article IV, Section 7, of the Declaration is amended to read as follows:

**Section 7. Remedies.** If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include late fees and interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

V. Article 3, Section 3.1 of the By-Laws is amended to read as follows:

**3.1 NUMBER AND TERM-** Directors shall be an owner/member of the Association. There can be only one owner/member per unit/lot on the board of directors at any given time. The number of directors ("Directors") which shall

constitute the Association's Board of directors shall be not less than seven (7), no more than eleven (11). Directors shall be elected on a representative basis by the various Associations whose members belong to the Pointe West Recreation Facility, Inc. A seat held by a Director who ceases to be an owner, shall thereby automatically become vacant. ~~Until additional association(s) is/are turned over by the developer and/or ninety percent (90%) of the associations units/lots owners join as members of the Association, the membership of the Pointe West Condominium Association, Inc. shall be entitled to elect four (4) members to the Board of Direct and the membership of the Arborwood Homeowners Association, Inc. shall be entitled to elect three (3) members to the Board of Directors.~~ In order to provide continuity in management, there shall be staggered terms. The terms of office for the Directors shall be as follows:

1. Pointe West Condominium Association, Inc. - each year two directors shall be elected by the membership for two year terms of office.

2. Arborwood Homeowner's Association, Inc. and Cross Creek at Summertree Homeowner's Association, Inc. - ~~two~~ one (1) directors shall be elected by the membership every ~~odd~~ year for two year terms of office~~;~~. ~~On even years, one director shall be elected by the membership for a two year term of office.~~

3. Villas at Summertree HOA, Fairways at Summertree HOA, ~~Cross Creek HOA~~ and Subsequent Associations -

Any Association having two directors shall elect one director each year for a two year term of office.

Upon the eligibility of an Association to elect a Director to the Board of Directors, the Directors representing the Villas at Summertree HOA ~~AND Cross Creek HOA~~ shall be elected by the membership of their respective Associations in odd numbered years for a two year terms and the Directors representing the Fairways at Summertree HOA and any subsequent Association shall be elected by the membership of their respective Associations in even numbered years for two year terms. The first Director elected by each Association shall serve from the date elected until the next scheduled team (odd or even year) for the specific Association as outlined above.

~~Upon turnover of Association control by the developer or membership in the PWRF of 90% of the owners in the Villas at Summertree HOA and/or the Fairways at Summertree HOA, the board of directors shall be allocated as follows:~~

~~The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors.~~

~~Upon turnover of Aston control by the developer or membership in the PWRF of 90% of the owners in the Cross Creek HOA the board of directors shall be allocated as follows:~~

~~The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors. Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.~~

Upon turnover of a subsequent Association by the developer or membership in PWRF of 90% of the owners in a subsequent Association, the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect ~~three (3)~~ two (2) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors, Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect ~~one (1)~~ two (2) members to the Board of Directors. Any subsequent Association (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.

The formula for determining the number of Directors is based upon the total number of developed units in each Association within PWRF. Each Association (after turnover) will be entitled to at least one (1) seat. If the total number of units in an Association exceeds 200, a second seat will be allocated to that Association. If based on this method the allocation of members to the board would exceed 11 board members; the board of directors composition will be changed by a vote of the membership of the PWRF Association at a duly called meeting of the Association.

VI. Because item III was approved, Article IV Section I of the Declaration is further amended to read as follows:

**Section 1. Creation of Lien and Personal Obligation for Assessments.** By acceptance of a deed to a Unit/Lot, each Owner is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless of whether such covenant and agreement shall be expressed in such deed. The deeded owner(s) of Unit/Lots under construction become responsible for maintenance assessments upon the issuance of the certificate of occupancy of that Unit/Lot. The annual and special assessments, together with interest costs and reasonable attorney's fees incurred in collecting same, shall be secured by a continuing lien upon the Unit/Lot against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit/Lot while he is the Owner of said Unit/Lot. Condominium Association hereby declares that any assessments under this Declaration are and shall be deemed to be "Common Expenses" which such members are required to fund and for which the Condominium Association or the Association has lien rights against the Unit/Lots of such members, whether pursuant to this Declaration or any and all applicable provisions of the Governing Documents of each Association which is located within the Pointe West Community/Summertree, as recorded, which are subject to this Declaration that certain Condominium Declaration recorded in Official Records Book 700 at page 319 of the Public Records of Pasco County, Florida (and all amendments thereto) or that certain Restated Condominium Declaration recorded in Official Records Book 883 at pate 863 of the Public Records of Pasco County, Florida. Further, each such Condominium Association hereby irrevocably assigns to Association such lien rights as same secure payment of assessments under this Declaration.

VII. The Declaration, Articles of Incorporation and By-laws, as reflected in that certificate of recording recorded in O. R. Book 4648 at Page 1800, et. seq. of the Public Records of Pasco County, Florida is hereby ratified as recorded, except as amended in Sections I, II, III, IV and V above.

**Any other portion or provision of the Declaration not expressly amended hereby shall remain unchanged and in full force and effect. The effective date of each amendment is not less than 60 days after the date of the recording of the Amendment.**

**IN WITNESS WHEREOF**, the undersigned do hereby set their hands and seals the dates and years so indicated below.

POINTE WEST RECREATION FACILITY, INC.

Lorraine Molyneux

By: _____

**Certificate Of Amendments To And Ratification Of Amended And Restated Declaration Of Covenants, Conditions And Restrictions, Articles of Incorporation, and Bylaws For Pointe West Recreation Facility**
**Page 8**

Lorraine Molyneux, President

Attest:

Ann Malerba, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 19 day of October, 2009, by Lorraine Molyneux, President and Ann Malerba, Secretary, of Pointe West Recreation Facility, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pointe West Recreation Facility, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

VITO J VENEZIA JR
MY COMMISSION # DD
EXPIRES February 15,
FloridaNotaryService.com

Notary Public/State of Florida at Large

Print Name: VITO J VENEZIA JR

My Commission Expires: 2/15/11

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Prepared by and return to:
Ellen Hirsch de Haan, Esquire
Becker & Poliakoff, P.A.
5999 Central Avenue, Suite 104
St. Petersburg, FL 33710

**CERTIFICATE OF RECORDING AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POINTE WEST RECREATION FACILITY, AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF POINTE WEST RECREATION FACILITY, INC.**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pointe West Recreation Facility, as originally described in Book 1253 at Page 638 of the Official Records of Pasco County, Florida, and the Articles of Incorporation and By-Laws of Pointe West Recreation Facility, Inc., which are attached as Exhibits to the Declaration. The Amended and Restated Declaration and Exhibits thereto were duly approved as required by said Declaration at a Meeting of the membership held on March 14, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of May 2001, at Pasco County, Florida.

**POINTE WEST RECREATION FACILITY, INC.**

Witnesses as to Both: (CORPORATE SEAL)

Print Name: Kim Johnson

Print Name: Kim Johnson

By: Peter F. Lusca Pres
, President

Attest: Geneva Allen Sec.
, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 23 day of May, 2001, by , President and Geneva Allen, Secretary of Pointe West Recreation Facility, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Jennifer M. Zugras
Signature of Person Taking Acknowledgment

Jennifer M. Zugras
Name Typed, Printed or Stamped

Property Manager
Title or Rank

Jennifer M. Zugras
MY COMMISSION # CC972965 EXPIRES
October 5, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POINTE WEST RECREATION FACILITY

THIS DECLARATION, made by RADICE PASCO, INC., a Florida corporation, hereinafter referred to as "Declarant".



WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Pasco County, Florida, which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Pointe West Condominium Association, Inc., a Florida corporation not-for-profit ("Condominium Association") has been organized to operate Pointe West Condominium on behalf of the owners thereof; and

WHEREAS, Condominium Association owns the property described in Exhibit "B" attached hereto together with the improvements thereon ("Recreation Building"); and

WHEREAS, Declarant and Condominium Association desire to provide for the common use, operation and maintenance of the Recreation Building and Common Properties more fully described below for the benefit of all Pointe West Recreation Facility members.

NOW, THEREFORE, Declarant and Condominium hereby declare that all of the real property described in Exhibits"A" and "B" attached hereto shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth all of which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

## ARTICLE I
## DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" or "PWRF" shall mean and refer to Pointe West Recreation Facility, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 3. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. "Common Properties" shall mean and refer to any and all real property, including Paradise Pointe Way, or interest therein, whether improved or not that may be conveyed

or dedicated by Plat in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. "Declaration" shall mean and refer to this instrument as it may from time to time be amended. Together, the Articles of Incorporation, the By-Laws, the Declaration, and any Exhibits thereto, and the Association Rules and Regulations, all as amended from time to time, shall be referred to as "Documents."

Section 6. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Unit/Lot, which owner and holder of said mortgage shall be the PWRF, a bank, a mortgage corporation, life insurance company, federal or state trust or a lender generally recognized in the community as an institutional lender. "Institutional Lender" shall also include Federal National Mortgage Association.

Section 7. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Pasco County, Florida, whether it be, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Unit/Lot. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 8. "Properties" shall mean and refer to the real property described in Exhibits "A" and "B" attached hereto, together with any portion of the real property described in Exhibit "C" attached hereto, which portion has been annexed to the Properties in accordance with this Declaration.

Section 9. "Recreation Facility" shall mean and refer to (1) the Recreation Building and (2) any Common Properties upon which certain recreational improvements exist which may include, bocce courts, tennis courts, shuffleboard courts and any other related facilities.

Section 10. "Unit/Lot" shall mean and refer to any residential dwelling Unit/Lot located in the Properties.

## ARTICLE II
## PROPERTY RIGHTS

**Section 1. Owners' Easements of Enjoyment**: Every Owner shall have a right and easement of enjoyment in and to the Recreation Facility and Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Unit/Lot and shall be subject to and limited by the following:

A. The right of the Association to suspend an Owner's right and easement to

use the Recreation Facility for any period during which any assessment against said Owner's Unit/Lot remains unpaid.

B. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for any violation of the terms and conditions of this Declaration, the Articles and By-Laws or the Rules and Regulations of the Association.

C. The rules and regulations of the Association.

**Section 2. Owners' Easements of Ingress and Egress**: Each Owner shall have, as an appurtenance to his Unit/Lot, a perpetual easement for ingress and egress to and from their Unit/Lot over and upon paved portions of the Common Properties intended for such purpose.

**Section 3. Delegation of Use**: Any Owner may delegate the right and easement granted to said Owner pursuant to this Article to the members of his family or tenants and guests who reside in his Unit/Lot, but any such delegation shall be subject to and limited by the terms and conditions of the Declarations, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

A. Residents. Each Unit/Lot which is sold, leased or rented in any of the annexed properties shall be permanently occupied by at least one (1) person fifty-five (55) years of age or older except that twenty percent (20%) of the Unit/Lots may be set aside to be used by anyone who by divorce, death or inheritance may be the occupant without being age 55.

B. Children. No Unit/Lot owner shall permit any person who has not yet attained eighteen (18) years of age to reside on the annexed properties, except that children under such age may be permitted to visit and temporarily reside thereon. Such temporary residence shall not exceed sixty (60) days within any consecutive twelve (12) month period.

C. Visitors. Adults under fifty-five (55) years of age are limited to sixty (60) days within any consecutive twelve (12) month period. This applies to Unit/Lot owners who are under fifty-five (55) years of age. If an owner resides at his or her Unit/Lot more than sixty (60) days within any consecutive twelve (12) month period, he or she is considered a resident and must meet the age restriction of one resident per Unit/Lot being at least fifty-five (55) years of age or older.

**Section 4. Restraint Upon Separation**. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Unit/Lot, shall not be separated therefrom and shall pass with the title to his Unit/Lot, whether or not separately described.

**Section 5. Golf Course**. Notwithstanding anything herein or in the "Condominium Declaration" or the "Restated Declaration" described in Article IV, Section 1. below, the

Association shall not be responsible for any expenses ( including maintenance expenses) relating to the golf course described in said Condominium Declaration and Restated Declaration.

**Section 6. Conveyance to Association**. The Association may accept any and all deeds of conveyance delivered to it. The property so conveyed will be for the common use of the Owners in accordance with this Article II.

## ARTICLE III
## MEMBERSHIP AND VOTING RIGHTS

**Section 1. Members**. Every Owner shall automatically be a member of the Association upon issuance of a certificate of occupancy, for new construction, or upon recording of title instrument for resales. Membership shall be appurtenant to and may not be separated from ownership of any Unit/Lot, and any such membership shall terminate simultaneously with any termination of such ownership.

**Section 2. Voting**. Each member shall be entitled to cast one vote for each Unit/Lot owned by said member. When any Unit/Lot is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, of it two or more persons or entities have the same fiduciary relationship respecting the same Unit/Lot, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all Owners of that Unit/Lot. There shall be no cumulative voting.

**Section 3. Change of Membership**. Change of membership in the Association shall be established by recording in the Public Records of Pasco County, Florida, a deed or other instrument conveying record fee title to any Unit/Lot and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers and privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit/Lot. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Unit/Lot upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit/Lot upon which membership is based.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of Lien and Personal Obligation for Assessments.** By acceptance of a deed to a Unit/Lot, each Owner is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The deeded owner(s) of Unit/Lots under construction become responsible for maintenance assessments upon the issuance of the certificate of occupancy of that Unit/Lot. The annual and special assessments, together with interest, costs and reasonable attorney's fees incurred in collecting same, shall be secured by a continuing lien upon the Unit/Lot against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit/Lot while he is the Owner of said Unit/Lot. Association hereby declares that any assessments under this Declaration are and shall be deemed to be "Common Expenses" which such members are required to fund and for which the Association has lien rights against the Unit/Lots of such members, whether pursuant to this Declaration or any and all applicable provisions of the Governing Documents of each Association which is located within the Pointe West Community, as recorded, which are subject to this Declaration. Further, each such Association hereby irrevocably assigns to Association such lien rights as same secure payment of assessments under this Declaration.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to provide services which the Association is authorized and required to provide. The Association shall, establish reserve funds to be held in interest bearing accounts of banks, savings and loan associations and trust companies that are FDIC insured as a reserve for major rehabilitation or major repairs, deferred maintenance and replacement of the Properties.

**Section 3. Proportion and Amount of Annual Assessments.**

A. INTENT. It is intended that each association (development) within the Association pay a proportionate amount of the Common expense based upon the number of residential Units/Lots within that association.

B. DETERMINING AMOUNT EACH ASSOCIATION PAYS - THREE STEP PROCESS. This proportionate share would be determined mathematically.

Step One - Determine the exact number of member Units/Lots within all communities within the Association which in 1999 totaled 739 dwelling units.

Step Two - Make a fraction, the numerator of which is ONE (1) and the denominator of which is the total number of member Units/Lots in the Association. Then multiply this fraction times the total of the Common Expenses. This would give the average amount

each member Unit/Lot will pay, (for example, for 739 Units, 1/739 x $203639.11 = $275.56 or $68.89 per member Unit/Lot per quarter for 1999) The unit/lot owners within Arborwood at Summertree HOA, the Villas at Summertree HOA,the Fairways at Summertree, and Crosscreek HOA and any future associations pay the average amount according to their respective documents.

Step Three - To determine the total amount payable by the Pointe West Condominium Association units, multiply the per Unit amount by the number of units in the condominium. There are 425 units in the condominium, 425 x $275.18 = $116,951.50). The proper method of determining the apportionment of the total pro rata share for each Condo Association Unit will be found in their condominium governing documents.

**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 material alteration or substantial improvement to the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the membership who are voting in person or by proxy at a meeting duly called for such purpose.

**Section 5. Duties of the Board of Directors.** The Board of Directors of the Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Unit/Lot which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 6. Effect of Nonpayment of Assessment; Lien.** If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall together with late fees and interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Unit/Lot against which each such assessment was made.

**Section 7. Remedies.** If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include late fees and interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**Section 8. Subordination of the Lien of Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lendor now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

**Section 9. Annual Statements.** The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within sixty (60) days of the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Such officer shall furnish to each Member of the Association a copy of such statement upon request.

## ARTICLE V
## FUNCTIONS OF THE ASSOCIATION

**Section 1. Required Services.** In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services;

A. cleanup, maintenance and payment of property taxes with respect to the Recreation Building and Common Properties.

B. operation of the Recreation Building and Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

C. taking any and all actions necessary to enforce all covenants, conditions and restrictions hereunder affecting the Properties and Recreation Building, and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

D. conducting business of the Association, including but not limited to administrative services such as legal, architectural review, accounting, financial, and communication services informing Members of activities, notice of meetings and other important events.

1. Architectural review process to include elevation, size, garages and paint colors of all Unit/Lots.

2. Architectural review to terminate when certificate of occupancy is issued for each Unit/Lot.

E. purchasing such general liability and hazard insurance covering

improvements and activities on the Common Properties and the Recreation Building to the extent deemed necessary or desirable by the Association.

F. where practical; lighting of roads, sidewalks and walks and paths throughout the Common Properties.

**Section 2. Authorized Services**. The Association shall be authorized to provide the following services:

A. conducting recreation, sport, craft and cultural programs of interest to Owners and Residents.

B. protection and security.

## ARTICLE VI
## EASEMENTS

**Section 1. Utilities**. The Recreation Building and the Properties shall be subject to such easements for utilities and other matters including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration.

**Section 2. Golf Course**. There is hereby granted an easement over that unimproved portion of any Unit/Lot that is adjacent to and within twenty (20) feet of any golf course portion of the Properties in which authorized, registered golf course players and their caddies may enter without such entering being deemed a trespass. Golfers or their caddies shall not be permitted to enter on any of said portion of the Properties with a golf cart or other vehicle, nor spend unreasonable time or in any way commit a nuisance while on said portion of the Properties. "Out of bounds" markers may be placed by Declarant Golf Course and shall remain on said portion of the Properties.

**Section 3. Service**. There is hereby granted to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the PWRF to service the Properties, and to such other persons as the PWRF from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties and the Recreation Building for the purposes of performing their authorized services and investigation.

**Section 4. Association**. Such easements throughout the Recreation Building and Properties as may reasonably be necessary for the association to perform its services required and

authorized hereunder are hereby granted in favor of the association.

**Section5. Execution.** To the extent that the creation of any of the easements described in this Article requires the joinder of Owners or any other association, the PWRF by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments.

## ARTICLE VII
## ADDITIONS TO THE PROPERTIES

**Section 1. Annexation.** The Declarant and any other person approved in writing by the Declarant may, from time to time and in the Declarant's sole discretion, annex to the Properties all or any portion of the real property described in Exhibit "C" attached hereto owned by such person; provided, however, that under no circumstances shall the Declarant be required to make or approve any such annexations, and no portion of the real property described in Exhibit "C" shall be subject to or encumbered by this Declaration until such time as said portion is annexed to the properties in accordance with the provisions of this Article. Upon any such annexation, the real property so annexed shall be subject to all of the terms, conditions, provisions, limitations, assessment and lien rights, easements and restrictions contained in this Declaration. Exhibit "C" does not include the golf course.

**Section 2. Method of Annexation.** Any annexation in accordance with this Article shall either be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions in the Public Records of Pasco County, Florida, which shall subject the real property described therein to the terms and conditions of this Declaration, or by stating in any instrument by the Declarant to any individual or entity that said instrument is and shall be subject to this Declaration as recorded in the Official Records of Pasco County, Florida.

## ARTICLE VIII
## ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner, the Condominium Association, its successors or assigns. Failure by any Owner, the Association, the Condominium Association, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the Rules and Regulations of the Association, upon finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable

attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Unit/Lot of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

## ARTICLE IX
## GENERAL PROVISIONS

**Section 1. Duration.** The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive thirty (30) year periods. The number of thirty (30) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each thirty (30) year renewal period for an additional thirty (30) year periods; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent thirty (30) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Pasco County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

**Section 2. Amendments.** This Declaration may be amended only as follows:

A. This Declaration may be amended provided that two-thirds (2/3) of the votes cast, either in person or by proxy by the Member(s) at a duly called and held meeting of the PWRF vote in favor of the proposed amendment.

B. No amendment shall be passed which impairs or prejudices the rights of

Institutional Lenders without the prior written consent of the Institutional Lenders.

C. Notice shall be given no more than 60 days and at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Pasco County, Florida.

**Section 3. Quorum.** Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, any meeting of which the Members of the Association is called to take action under Section 2 of this Article, the presence at the meeting of the Members or proxies entitled to cast thirty percent (30%) of the total vote of the Members shall constitute a quorom.

**Section 4. Notices.** Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Pasco County, Florida. Notice to one of two or more Co-owners of a Unit/Lot shall constitute notice to all Co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

**Section 5. Severability.** Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**Section 6. Authorized Action.** All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

**Section 7. Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

**Section 8. Context.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**Section 9. Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

**Section 10. Miscellaneous.** The Association shall make available to each Unit/Lot Owner and Mortgagee, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the By-Laws, other rules concerning the PWRF Association and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

IN WITNESS WHEROF, PWRF Association has caused this Restated Declaration to be executed in name and its corporate seal to be affixed this 4th day of May, 1983.

Signed, sealed and delivered in the presence of:

/S/

/S/

RADICE PASCO, INC., a Florida corporation

By: /S/
Vice-President

STATE OF FLORIDA )
) SS
COUNTY OF Pinellas )

The foregoing instrument was acknowledged before me this 4th day of May, 1983, by /S/ of RADICE PASCO, INC., a Florida Corporation, on behalf of the corporation.

/S/
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

POINTE WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (SEAL)

/S/
/S/

By: /S/

STATE OF FLORIDA )
) SS
COUNTY OF )

The foregoing instrument was acknowledged before me this 11th day of May, 1983, by ____ /S/ of POINTE WEST CONDOMINIUM ASSOCIATION, a Florida corporation not-for-profit, on behalf of the assocation.

/S/
NOTARY PUBLIC
State of Florida at Large

(NOTARY SEAL)

710810023cr1025:75

03/24/83

EXHIBIT "A"

ARBORWOOD AT SUMMERTREE

LEGAL DESCRIPTION

A tract of land lying in Section 8, Township 25 South, Range 17 East; Pasco County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 8; thence N 89°28'48" W, along the South line of said Section 8, for 2432.65 feet; thence N 2°32'46" E, for 2595.40 feet to the POINT OF BEGINNING; thence N 56°21'48" W, for 324.61 feet; thence N 74°28'56" W, for 60.00 feet to the radial intersection with the arc of a curve concave to the West; thence northerly along the arc of said curve having a radius of 350.00 feet, and a central angle of 47°59'58", for 293.21 feet to a non-tangent point; thence N 38°04'33" W, for 205.16 feet to the intersection with the arc of a curve concave to the Northeast, said intersection having a radial bearing of S 57°31'06" W; thence northwesterly along the arc of said curve having a radius of 2250.00 feet, and a central angle of 32°28'54", for 1275.55 feet; thence North, for 232.55 feet; thence East, for 100.00 feet; thence South, for 232.55 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 2150.00 feet, and a central angle of 06°38'16", for 249.07 feet; thence N 79°00'00" E, for 420.00 feet; thence N 11°00'00" W, for 248.30 feet; thence N 79°00'00" E, for 127.70 feet; thence S 60°16'11" E, for 162.23 feet; thence N 52°13'48" E, for 60.09 feet; thence N 15°06'44" W, for 146.34 feet; thence N 88°12'07" E, for 84.21 feet; thence N 47°56'18" E, for 65.80 feet; thence S 89°24'20" E, for 113.72 feet; thence N 55°27'01" E, for 125.72 feet; thence S 35°11'12" E, for 609.06 feet; thence N 62°32'46" E, for 1110.00 feet; thence S 2°32'46" W, for 2200.00 feet; thence N 89°08'32" W, for 1495.00 feet to the POINT OF BEGINNING, and contains 93.32 acres, more or less.

## LEGAL DESCRIPTION

## EXISTING RECREATION AREA

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East and run N. 20 degrees 24' 26" E., a distance of 5233.93 feet to a POINT OF BEGINNING; thence run N. 01 degrees 43' 19" E., a distance of 113.40 feet; thence run N. 43 degrees 06' 57" W., a distance of 145.38 feet; thence run N. 70 degrees 58' 45" W., a distance of 145.38 feet; thence run N. 21 degrees 14' 41" W., a distance of 140.44 feet; thence run N. 06 degrees 17' 33" E., a distance of 200.90 feet; thence run N. 01 degrees 25' 22" W., a distance of 135.41 feet; thence by a curve to the left having a radius of 4369.72 feet, having a chord bearing of N. 58 degrees 38' 39" E., and a chord distance of 665.36 feet, run an arc distance of 666.00 feet; thence run N. 54 degrees 17' 33" E., a distance of 198.00 feet; thence run by a curve to the left having a radius of 728.00 feet, having a chord bearing of S. 46 degrees 47' 13" W., and a chord distance of 190.18 feet, run an arc distance of 190.73 feet; thence by a curve to the left having a radius of 500.00 feet, having a chord bearing of S. 28 degrees 54' 42" W., and a chord distance of 180.00 feet, run an arc distance of 180.98 feet; thence run S. 18 degrees 32' 32" W., a distance of 325.00 feet; thence run by a curve to the left having a radius of 292.50 feet, having a chord bearing of S. 11 degrees 58' 45" E., and a chord distance of 297.10 feet, run an arc distance of 311.63 feet; thence run S. 42 degrees 30' 04" E., a distance of 15.00 feet; thence by a curve to the right having a radius of 525.00 feet, having a chord bearing of S. 41 degrees 53' 12" E., and a chord distance of 11.25 feet, run an arc distance of 11.25 feet; thence S. 46 degrees 53' 19" W., a distance of 52.91 feet; thence by a curve to the left having a radius of 164.00 feet, having a chord bearing of S. 24 degrees 18' 19" W., and a chord distance of 125.96 feet, run an arc distance of 129.28 feet; thence run S. 01 degrees 43' 19" W., a distance of 36.31 feet; thence by a curve to the right having a radius of 105.00 feet, having a chord bearing S. 46 degrees 43' 19" W., and a chord distance of 148.49 feet, run an arc distance of 164.93 feet; thence run N. 88 degrees 16' 41" W., a distance of 14.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT (Well No. 2):

A parcel of land in the Southwest 1/4 of Section 5, Township 25 South, Range 17 East, Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of Section 5, Township 25 South, Range 17 East; thence N. 17 degrees 58' 36" E., 5674.75 feet to the "TRUE POINT OF BEGINNING"; thence N. 24 degrees 13' 49" W., 60.00 feet; thence N. 65 degrees 46' 11" E., 40.00 feet; thence S. 24 degrees 13' 49" E., 60.00 feet; thence S. 65 degrees 46' 11" W., 40.00 feet to the "TRUE POINT OF BEGINNING".

THE FOREGOING BEING ALSO AND
MORE PARTICULARLY DESCRIBED AS:

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence N. 20 degrees 24' 16" E., 5234.70 feet to the "TRUE POINT OF BEGINNING"; thence N. 01 degrees 43' 19" E., 113.40 feet; thence N. 43 degrees 06' 57" W., 145.38 feet; thence N. 70 degrees 58' 45" W., 145.38 feet; thence N. 21 degrees 14' 41" W., 140.44 feet; thence N. 06 degrees 17' 33" E., 200.90 feet; thence N. 01 degrees 25' 22" W., 135.62 feet; thence NORTHEASTERLY, 665.91 feet along a curve concave to the Northwest having a radius of 4369.72 feet, a central angle of 08 degrees 43' 53" and a chord bearing, N. 58 degrees 39' 30" E., 665.27 feet; thence N. 54 degrees 17' 33" E., 198.00 feet; thence SOUTHWESTERLY, 190.73 feet along a curve concave to the Southeast having a radius of 728.00 feet, a central angle of 15 degrees 00' 40" and a chord bearing, S. 46 degrees 47' 13" W., 190.18 feet; thence SOUTHWESTERLY, 180.98 feet along a curve concave to the Southeast having a radius of 500.00 feet, a central angle of 20 degrees 44' 21" and a chord bearing, S. 28 degrees 54' 42" W., 180.00 feet; thence S. 18 degrees 32' 32" W., 325.00 feet; thence SOUTHEASTERLY, 311.63 feet along a curve concave to the Northeast having a radius of 292.50 feet, a central angle of 61 degrees 02' 36", and a chord bearing, S. 11 degrees 58' 45" E., 297.10 feet; thence S. 42 degrees 30' 04" E., 15.00 feet; thence SOUTHEASTERLY, 11.25 feet along a curve concave to the Southwest having a radius of 525.00 feet, a central angle of 01 degrees 13' 43", and a chord bearing, S. 41 degrees 53' 12" E., 11.25 feet; thence S. 46 degrees 53' 19" W., 52.91 feet; thence SOUTHWESTERLY, 129.28 feet along a curve concave to the Southeast having a radius of 164.00 feet, a central angle of 45 degrees 10' 00", and a chord bearing, S. 24 degrees 18' 19" W., 125.96 feet; thence S. 01

degrees 43' 19" W., 36.31 f[illegible], thence SOUTHWESTERLY, [illegible].83 feet along a curve concave to the Northwest having a radius of 105.00 feet, a central angle of 90 degrees 00' 00", and a chord bearing, S. 46 degrees 43' 19" W., 148.49 feet; thence N. 88 degrees 16' 41" W., 14.00 feet to the "TRUE POINT OF BEGINNING".



LESS AND EXCEPT (Well No. 2):

A parcel of land in the Southwest 1/4 of Section 5, Township 25 South, Range 17 East, Pasco County, Florida, being further described as follows:

Commence at the Southwest corner of Section 8, Township 25 South, Range 17 East; thence N. 17 degrees 58' 27" E., 5675.51 feet to the "TRUE POINT OF BEGINNING"; thence N. 24 degrees 13' 49" W., 60.00 feet; thence N. 65 degrees 46' 11" E., 40.00 feet; thence S. 24 degrees 13' 49" E., 60.00 feet; thence S. 65 degrees 46' 11" W., 40.00 feet to the "TRUE POINT OF BEGINNING".

EXHIBIT C

REMAINING FUTURE DEVELOPMENT PARCEL

LEGAL DESCRIPTION



A portion of Section 5, and a portion of Section 8, all in Township 25 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 8, said Southwest corner being on the South boundary of Bear Creek Estates Unit Three, an unrecorded plat; thence S. 89 degrees 31' 42" E., 1000.00 feet along the South boundary of said Section 8 and the South boundary of said Bear Creek Estates Unit Three to the "TRUE POINT OF BEGINNING"; thence N. 00 degrees 51' 28" E. (assumed bearing), 3468.92 feet along the East boundary of Bear Creek Estates Units One, Two and Three, all being unrecorded Plats, to the boundary of Pointe West Condominium, as recorded in Plat Book 12, Pages 9 through 11, Pages 25 through 27, Pages 40 through 43, Pages 87 through 90, and Plat Book 13, Pages 19 through 21, Pages 50, 51, 68 and 69. Public Records of Pasco County, Florida; thence along the boundary of said Pointe West Condominium the following courses: N. 69 degrees 55' 58" E., 33.95 feet; thence S. 20 degrees 01' 20" E., 420.00 feet; thence S. 63 degrees 46' 33" E., 102.98 feet; thence S. 88 degrees 12' 36" E., 320.16 feet; thence N. 56 degrees 18' 36" E., 162.23 feet; thence N. 23 degrees 56' 33" W., 425.97 feet; thence N. 15 degrees 25' 41" W., 312.34 feet; thence N. 07 degrees 44' 29" E., 15.79 feet to the boundary of the PPW Sewer Co., Inc. as described in O.R. Book 843, Page 296, Public Records of Pasco County, Florida; thence leaving the boundary of said Pointe West Condominium along the boundary of said PPW Sewer Co., Inc. the following courses: S. 88 degrees 45' 00" E., 216.99 feet; thence S. 17 degrees 00' 00" E., 82.07 feet; thence N. 73 degrees 00' 00" E., 420.00 feet; thence N. 17 degrees 00' 00" W., 200.00 feet; thence S. 73 degrees 00' 00" W., 420.00 feet; thence S. 17 degrees 00' 00" E., 102.13 feet; thence N. 88 degrees 45' 00" W., 210.33 feet to the boundary of said Pointe West Condominium; thence leaving the boundary of said PPW Sewer Co., Inc. along the boundary of said Pointe West Condominium the following courses: N. 07 degrees 44' 29" E., 96.06 feet; thence N. 06 degrees 03' 05" E., 64.41 feet; thence N. 31 degrees 14' 59" E., 78.36 feet; thence N. 27 degrees 42' 33" E., 200.03 feet; thence N. 29 degrees 25' 37" E., 200.02 feet; thence N. 30 degrees 52' 51" E., 62.82 feet; thence N. 05 degrees 16' 17" E., 110.88 feet to Reference Point A; thence continue N. 05 degrees 16' 17" E., 45.20 feet; thence N. 00 degrees 17' 32" E., 200.01 feet; thence N. 01 degrees 43' 19" E., 86.63 feet to the boundary of a Recreation Area as described in O.R. Book 700, Page 314, Public Records of Pasco County, Florida; thence leaving the boundary of said Pointe West Condominium, along the boundary of said Recreation Area the following courses and curves: S. 88 degrees 16' 41" E., 14.00 feet to the beginning of a curve concave to the Northwest having a radius of 105.00 feet; thence Northeasterly, 164.93 feet along said curve through a central angle of 90 degrees 00' 00"; thence N. 01 degrees 43' 19" E., 36.31 feet to the beginning of a curve concave to the Southeast having a radius of 164.00 feet; thence Northeasterly, 129.28 feet along said curve through a central angle of 45 degrees 10' 00"; thence N. 46 degrees 53' 19" E., 52.91 feet to a point on a non-tangent curve concave to the Southwest having a radius of 525.00 feet; thence Northwesterly, 11.25 feet along said curve through a central angle of 01 degrees 13' 43" (chord bears N. 41 degrees 53' 12" W., 11.25 feet); thence N. 42 degrees 30' 04" W., 15.00 feet to the beginning of a curve concave to the East having a radius of 292.50 feet; thence Northerly, 311.63 feet along said curve through a central angle of 61 degrees 02' 36"; thence N. 18 degrees 32' 32" E., 325.00 feet to the beginning of a curve concave to the Southeast having a radius of 500.00 feet; thence Northeasterly, 180.98 feet along said curve through a central angle of 20 degrees 44' 21" to the beginning of a curve concave to the Southeast having a radius of 728.00 feet; thence Northeasterly, 190.73 feet along said curve through a central angle of 15 degrees 00' 40"; thence S. 54 degrees 17' 33" W., 198.00 feet to the beginning of a curve concave to the Northwest having a radius of 4369.72 feet; thence Southwesterly, 665.91 feet through a central angle of 08 degrees 43' 53" to the East boundary of said Pointe West Condominium; thence leaving the boundary of said Recreation Area along the boundary of said Pointe West Condominium the following courses: N. 01 degrees 25' 22" W., 278.54 feet; thence N. 89 degrees 08' 32 W., 102.23 feet; thence S. 61 degrees 36' 13" W., 209.16 feet to the boundary of PPW Water Co, Inc. as described in O.R. Book 843, Page 294, Public Records of Pasco County, Florida; thence leaving the boundary of said Pointe West Condominium, along the boundary of said PPW Water Co., Inc., the following courses: N. 69 degrees 20' 08" W., 137.16 feet; thence N. 89 degrees 30' 24" W., 53.80 feet to the East boundary of said Bear Creek Estates Unit One; thence leaving the boundary of said PPW Water Co., Inc., N. 00 degrees 29' 36" E., 79.75 feet along the East boundary of said Bear Creek Estates Unit One to the Southerly right-of-way line of State Road No. 52, as shown on a right-of-way map provided by the Florida Department of Transportation

ARTICLES OF INCORPORATION
-of-
POINTE WEST RECREATION FACILITY, INC.
A Not-for-Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

OR BK 4648 PG 1818
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## ARTICLE I
## NAME

The name of this corporation shall be POINTE WEST RECREATION FACILITY, INC. ("Association").

## ARTICLE II
## DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for POINTE WEST RECREATION FACILITY, which is or shall be recorded in the Public Records of Pasco County, Florida, ("Declaration"), and the words "Properties", "Unit", "Common Properties", "Recreation Facility", and "Owner" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Unit.

## ARTICLE III
## PURPOSES

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Recreation Facility and Common Properties as required by the Declaration.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made 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.

E. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

## ARTICLE IV
## EXISTENCE

This Association shall have perpetual existence.

## ARTICLE V
## MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall automatically be a member of the Association upon issuance of a certificate of occupancy, for new construction, or upon recording of title instrument for resales. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to this Declaration and any such membership shall terminate simultaneously with any termination of such ownership.

B. Voting. There shall be one vote cast for each unit/lot owned. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the

Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property.

C. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pasco County, Florida, a deed or other instrument conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

## ARTICLE VI
## SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

| Name | Address |
|---|---|
| ROBERT C. RADICE | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |
| CHARLES F. RADICE | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |
| L.W. SCHOCH | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |

## ARTICLE VII
## DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than seven (7) persons ("Directors") and no more than eleven (11). The number shall be determined from time to time in accordance with the By-Laws of the Association.

B. Directors shall be elected on a representative basis by the various Associations whose members belong to the Pointe West Recreation Facility, Inc. The number, qualifications, and terms of the board directors can be found in the By-Laws, Section 3.1.

## ARTICLE VIII
## FIRST BOARD OF DIRECTORS

The following persons plus two to be selected shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

| Name | Address |
|---|---|
| ROBERT C. RADICE | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |
| CHARLES F. RADICE | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |
| L. W. SCHOCH | 2601 East Oakland Park Boulevard<br>Fort Lauderdale, Florida 33306 |

## ARTICLE IX
## REGISTERED AGENT

The Registered Agent shall be Kim Johnson, President of Community Management Services, Inc. whose address is 8406 Massachusetts Ave., Suite B-3, New Port Richey, FL 34653.

## ARTICLE X
## OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

| Name | Office |
|---|---|
| ROBERT C. RADICE | President |
| CHARLES F. RADICE | Vice-President/Secretary |
| L.W. SCHOCH | Treasurer |

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice-President, Secretary, Treasurer from the membership of the Board of Directors.



ARTICLE XI
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII
AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be signed by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XIII
INDEMNIFICATION

Every Director 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 proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association, whether or not he is a Director at the time such expenses are incurred, except in such cases wherein the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors may be entitled.

ARTICLE XIV
CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XV
ADDRESS

The principal address of the Association shall be 12005 Paradise Pointe Way, New Port Richey, Florida 34654, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS THEREOF, we have hereunto set our hands and seals at Fort Lauderdale, Broward, County, Florida, this 2nd day of May, 1983.

Signed, Sealed, and Delivered
in the Presence of:

/S/
/S/

/S/
ROBERT C. RADICE

/S/
/S/

/S/
CHARLES F. RADICE

/S/
/S/

/S/
L.W. SCHOCH

STATE OF FLORIDA )
) SS:
COUNTY OF PASCO )

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT C. RADICE, CHARLES R. RADICE, and L.W. SCHOCH, to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledged that they executed the same freely and

voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this 3rd day of May, 1983.

My commission expires:
December 17, 1984

/S/
Notary Public

(NOTARY SEAL)

State of Florida at Large

710810023a11025:75
03/15/83

# PROPOSED
# AMENDED AND RESTATED BY-LAWS
# OF
# POINTE WEST RECREATION FACILITY, INC.
# SUBSTANTIAL REWORDING OF BY-LAWS

1. **IDENTITY** - These are the By-Laws of POINTE WEST RECREATION FACILITY, INC. a not-for-profit, Florida Corporation formed for the purpose of administering the Pointe West Recreation Facility land known as Pointe West Recreation Facility, Inc., located in Pasco County, Florida, as described in the Declarations of Pointe West Recreation Facility, Inc.. (The corporation shall hereafter be referred to as the "Association".)

1.1 **OFFICE** - The office of the Association shall be at Pointe West Recreation Facility or such other location within the County as may from time to time be determined by the Board of Directors.

1.2 **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **SEAL** - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4 **DEFINITIONS** - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Florida Statutes, as amended from time to time, and in the Declaration of Pointe West Recreation Facility, recorded at O.R. Book 1270, Page 1894 et seq. Public Records of Pasco County, Florida.

2. **MEMBERS' MEETINGS**

2.1 **ANNUAL MEETINGS** - Annual members' meetings shall be held at the office of the corporation or at such other convenient location as may be determined by the Board of Directors within the first 15 days in the month of March each year, on such date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

2.2 **SPECIAL MEETINGS** - Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from thirty (30 %) percent of the Association voting interests. Members meetings may be called by ten (10 %) percent of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to the Florida Statutes as amended from time to time.

**2.3 NOTICE OF MEMBERS' MEETINGS** - Notice of all members' meetings shall be mailed by United States mail, unless waived in writing, or otherwise delivered to each unit/lot owner at the address of the member as shown on the books of the Association at least 14 days prior to the meeting, provided however, that any members' meeting at which amendments will be considered must be noticed at least 45 days prior to the meeting. An officer of the Association shall execute an affidavit of mailing or delivery pursuant to the Florida Statutes, as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing or delivery. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the president or secretary. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice, and agenda, shall be posted at a designated location on the Pointe West Recreation Facility property not less than 14 days prior to the date of the meeting. The Board upon notice to unit/lot owners, shall by rule designate a specific location on the Pointe West Recreation Facility property upon which all notices of unit/lot owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4 QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast 30 % of the voting interests of the entire membership including proxies. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except amendments and such decisions which the Florida Statutes, as amended from time to time, require a larger percentage in which case the percentage required in the Florida Statutes shall govern.

**2.5 INDIVISIBLE VOTE** - Each unit/lot shall designate one (1) voting member. The designation shall be by a written certificate of appointment of voting representative, delivered to the Association Secretary for the Association Records. The appointment shall be effective until revoked and/or revised, or upon termination of membership in the Association.

**2.6 PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed, and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to amend the Declaration and for votes taken to amend the Articles of Incorporation or By-Laws. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostat, facsimile or equivalent reproduction

of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.

**2.7 NO QUORUM** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.8 ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

(a) Call to order by the President
(b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
(c) When voting; appointment of inspectors
(d) Calling of the roll, certifying of proxies and absentee ballots, and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
(e) Proof of notice of the meeting or waiver of notice;
(f) Disposal of unapproved minutes;
(g) Reports of Officers;
(h) Reports of Committees;
(i) Unfinished business;
(j) New business;
(k) Acknowledge new directors;
(l) Adjournment.

**2.9 ACTION WITHOUT A MEETING**- Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 3. BOARD OF DIRECTORS

**3.1 NUMBER AND TERM-** Directors shall be an owner/member of the Association. There can be only one owner/member per unit/lot on the board of directors at any given time. The number of directors ("Directors") which shall constitute the Association's Board of directors shall be not less than seven (7), no more than eleven (11). Directors shall be elected on a representative basis by the various Associations whose members belong to the Pointe West Recreation Facility, Inc. A seat held by a Director who ceases to be an owner, shall thereby automatically become vacant. Until additional association(s) is/are turned over by the developer and/or ninety percent (90%) of the associations units/lots owners join as members of the Association, the membership of the Pointe West Condominium Association, Inc. shall be entitled to elect four (4) members to the Board of Directors and the membership of the Arborwood Homeowners Association, Inc. shall be entitled to elect three (3) members to the Board of Directors. In order to provide continuity in management, there shall be staggered terms. The terms of office for the Directors shall be as follows:

1. Pointe West Condominium Association, Inc. - each year two directors shall be elected by the membership for two year terms of office.

2. Arborwood Homeowner's Association, Inc. - two directors shall be elected by the membership every odd year for two year terms of office; On even years, one director shall be elected by the membership for a two year term of office.

3. Villas at Summertree HOA, Fairways at Summertree HOA, Cross Creek HOA and Subsequent Associations -

Upon the eligibility of an Association to elect a Director to the Board of Directors, the Directors representing the Villas at Summertree HOA and Cross Creek HOA shall be elected by the membership of their respective Associations in odd numbered years for two year terms and the Directors representing the Fairways at Summertree HOA and any subsequent Association shall be elected by the membership of their respective Associations in even numbered years for two year terms. The first Director elected by each Association shall serve from the date elected until the next scheduled term (odd or even year) for the specific Association as outlined above.

Upon turnover of Association control by the developer or membership in the PWRF of 90% of the owners in the Villas at Summertree HOA and/or the Fairways at Summertree HOA, the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors.

Upon turnover of Association control by the developer or membership in the PWRF of 90% of the owners in the Cross Creek HOA the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors. Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.

Upon turnover of a subsequent Association by the developer or membership in PWRF of 90% of the owners in a subsequent Association, the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors. Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors. Any subsequent Association (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.

The formula for determining the number of seats is based upon the total number of developed units in each Association within PWRF. Each Association (after turnover) will be entitled to at least one (1) seat. If the total number of units in an Association exceeds 200, a second seat will be allocated to that Association. If based on this method the allocation of members to the board would exceed 11 board members; the board of directors composition will be changed by a vote of the membership of the PWRF Association at a duly called meeting of the Association.

**3.2 VACANCY AND REPLACEMENT** - If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, recall, removal from office or otherwise, the Board of Directors representing the individual Associations for whom the vacancy exists may appoint a Director to serve until the expiration of the term.

**3.3 ORGANIZATION MEETING** - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting, but in no event shall it be held more than ten (10) days after the day of the annual meeting.

**3.4 REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the

Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least 48 hours prior to the day named for such meeting.

**3.5 SPECIAL MEETINGS** - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) or more of the Directors. Not less than 48 hours notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier. The notice shall state the time, place and purpose of the meeting.

**3.6 WAIVER OF NOTICE** - Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7 NOTICE OF BOARD MEETINGS** - Notice of meetings shall be posted conspicuously on the Association property at least 48 continuous hours in advance for the attention of unit/lot owner, except in an emergency. Notice of meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. The Board shall by rule designate a specific location on the Association property upon which all notices of Board meetings shall be posted, and shall notify the owners of the same.

**3.8 OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS** - Meetings of the Board of Directors and any committee thereof at which a majority of the members of the Board or committee are present shall be open for all unit/lot owners to attend.

**3.9 BOARD MEETINGS, QUORUM AND VOTING** - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the total Board membership shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted monetary conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may recess the meeting from time to time until a quorum is present. At any reconvened meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

**3.10 PRESIDING OFFICER** - The Board of Directors may elect a presiding officer. The presiding officer, if one be elected, shall preside at all meetings of the Board of Directors and of the Members, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors. The Presiding Officer need not be a

member of the Board. Once elected, a presiding officer may be removed.

**3.11 DIRECTOR COMPENSATION** - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the performance of their assigned duties.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS** - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the common law including administration decisions, the Declarations, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit/lot owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

**4.1 TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST** owners to defray the costs of the Association.

**4.2 TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

**4.3 TO MAINTAIN, REPAIR, REPLACE AND OPERATE** the Pointe West Recreation Facility, Inc. property.

**4.4 TO ENACT RULES AND REGULATIONS** concerning the transfer, use, appearance, occupancy of the units, common elements, and limited common elements subject to any limitations contained in the Declaration.

**4.5 TO RECONSTRUCT THE COMMON ELEMENTS' IMPROVEMENTS AFTER CASUALTY** and further improvement of the property.

**4.6 TO ENFORCE** by legal means the provisions of applicable laws and the documents, and to interpret said documents, as the final arbiter of their meaning.

**4.7 TO CONTRACT FOR PROFESSIONAL MANAGEMENT** of the Association and the Properties.

**4.8 TO CARRY INSURANCE** for the protection of the owners and the Association and the Common Properties. Insurance policies may include public liability, casualty, Directors and Officers Liability Insurance, and such other insurance as is customary and reasonable for the Association.

**4.9 TO PAY THE COST OF ALL UTILITY SERVICES** rendered to the Association and not billed to owners of individual unit/lots.

**4.10 TO EMPLOY PERSONNEL** for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.11 TO SUE AND BE SUED, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES** and other instruments by its officers. To grant easements and licenses over the Pointe West Recreation Facility, Inc. property necessary or desirable for proper operation of the Association.

**4.12 TO CONTRACT FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services, shall be in writing. As to any such contract which requires payment in the aggregate that exceeds five (5%) percent of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, for attorneys, community association manager, engineer, landscape architect, and for accountants, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid.

**4.13 TO FINE** - The Directors may impose fines against a unit/lot not to exceed the maximum permissible by law, for failure to comply with the provisions of the documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed $1,000.00 or such maximum amount as is permissible by law, and all fine hearings shall be held before a committee of other unit owners as required by law.

**4.14 TO APPOINT COMMITTEES** - The President may appoint committees. All committees and committee members shall serve at the pleasure of the Board. All committees of the Association that are appointed to take action on behalf of the Board or make recommendations to the Board with regard to the budget shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings.

## 5. OFFICERS

**5.1 EXECUTIVE OFFICERS** - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority of the vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

**5.2 PRESIDENT** - The office of President is to be rotated yearly among the Associations represented on the board. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary or the Assistant Secretary or the Treasurer.

**5.3 VICE-PRESIDENT - POWERS AND DUTIES** - The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4 SECRETARY- POWERS AND DUTIES** - The Secretary shall see that minutes are kept of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5 TREASURER - POWERS AND DUTIES** - The Treasurer shall have custody of all financial records of the Association including funds, securities and evidences of indebtedness: Shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer of a corporation.

**5.6 OFFICERS COMPENSATION** - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred in the performance of their assigned duties. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association outside of the scope of the ordinary duties of an Officer or Director.

**5.7 INDEMNIFICATION** -

**5.7.1.** The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in

good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

**5.7.2.** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1. above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**5.7.3.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

**5.7.4.** The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representative of such person.

**5.7.5.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**6. MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within (30) days and these plus records of all receipts, expenditures and all other official records shall be available for inspection (which includes the right to copy) by unit owners and Board members at all reasonable times provided, however, that the Directors may

adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

7. **FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

**7.1. BUDGET** - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association including insurance, management fees, if any, and which may include expenses of in-house communications and security, and which shall include reserves. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote of the majority of the unit owners, either in person or by limited proxy, at a duly called meeting of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year at a duly called meeting provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be available to each member as provided in Article 7.2 hereof.

**7.2 MAILING** - A copy of the proposed annual budget shall be included in the monthly newsletter and/or posted prior to the board meeting at which it will be considered.

**7.3 ASSESSMENTS** - The shares of the unit owners common expenses are made payable in installments due quarterly in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**7.4 SPECIAL ASSESSMENTS** - Assessments and time of payment for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed or delivered to each unit owner as provided in Article 3.7 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose and purposes, any excess funds will be considered common surplus and may be placed in the Association operating account.

**7.5 ASSESSMENT ROLL**- The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit/lot owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be

relied upon for all purposes by any person for whom made.

**7.6 LIABILITY FOR ASSESSMENTS AND CHARGES** - A unit/lot owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisitions of title.

**7.7 LIENS FOR ASSESSMENTS** - The unpaid portion of an assessment including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statutes, or as amended from time to time. All above said charges, costs and fees shall also be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**7.8 COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** - Assessments or charges paid on or before the ten days after the due date shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate (now 18% annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred and then to the assessment payment first due.

**7.9 COLLECTION - SUIT** - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments, or by any other foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorney's fees, including appeals. The Association must deliver or mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

**7.10 ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks, state or federal savings and loan associations, and other federally insured depositories as shall be designated from time to time by the Directors and in which the monies for

the Association shall be deposited. Certificates of deposit, Treasury Bills, money market funds, and interest bearing types of accounts which do not put the principal at risk are permitted. Withdrawal of the monies from such accounts shall be only by such persons as are authorized by the Directors.

**7.11 COMMINGLING OF FUNDS PROHIBITED** - All funds shall be maintained separately in the Association's name. If reserve and operating funds are commingled, the books and records must be kept separately. No community association manager or business entity required by law to be licensed or registered, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his or with the funds of any other community association as defined in F.S. 468.431, or with those of any other entity.

**7.12 FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with the Florida Statutes.

**7.13 FIDELITY BONDING** - The Association shall obtain and maintain adequate fidelity bonding in the amount equal to the average amount of funds in the Association's accounts during any month or such other amount provided for by law for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse association funds shall provide the Association with a certificate of insurance evidencing with this paragraph, naming the Association as an insured under said policy.

**8. PARLIAMENTARY RULES** - Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association or with the laws of the State of Florida.

**9. BY-LAW AMENDMENTS** - Amendments to the By-Laws shall be adopted in the following manner:

**9.1 NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting of the text of any written agreement at which a proposed amendment is considered.

**9.2 PROPOSAL OF AMENDMENTS** - An amendment may be proposed by either a majority of the Directors or by a majority of the voting interests.

**9.3 ADOPTION OF AMENDMENTS** - A resolution or written agreement adopting a proposed amendment must receive approval of two-thirds (2/3) of the entire Board of Directors, and two-thirds (2/3) of the votes cast (in person or by proxy) at a duly noticed meeting of the association or by written agreement of two-thirds (2/3) of the votes cast.

**9.4 EFFECTIVE DATE** - An amendment when adopted shall become effective only after being recorded in the Pasco County Records according to law.

**9.5 PROPOSED AMENDMENT FORMAT** - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

**11. MISCELLANEOUS** - The following miscellaneous provision shall apply to these By-Laws and Documents.

**11.1. CONFLICTS** - The term "Documents", as used in these By-Laws and elsewhere shall include the Declaration of Covenants, Restrictions, and Conditions, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans and graphic descriptions of improvements of record. In the event of a conflict between language in the Declaration and the graphic descriptions of record, the graphic of record shall control. In the event of a conflict between language in any other Documents, the following priorities shall control:

1. Declaration of Covenants, Conditions, and Restrictions;
2. Articles of Incorporation ;
3. By-Laws; and
4. Rules and Regulations.

**11.2 GENDER** - The use of the term "he", "she", "his", "hers", their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**11.3 SEVERABILITY** - In the event that any provisions of these By-laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

**11.4 CAPTIONS** - The use of captions herein is for convenience only and shall not govern the meaning of any of the provisions hereof, unless the caption is specifically incorporated into the body of any provision.

The foregoing we adopted as the Amended and Restated By-laws of POINTE WEST RECREATION FACILITY, INC. on this May day of 29, 2001.

Peter F. Sesco
PRESIDENT

# PROPOSED
# AMENDED AND RESTATED BY-LAWS
# OF
# POINTE WEST RECREATION FACILITY, INC.
# SUBSTANTIAL REWORDING OF BY-LAWS

**1. IDENTITY** - These are the By-Laws of POINTE WEST RECREATION FACILITY, INC. a not-for-profit, Florida Corporation formed for the purpose of administering the Pointe West Recreation Facility land known as Pointe West Recreation Facility, Inc., located in Pasco County, Florida, as described in the Declarations of Pointe West Recreation Facility, Inc.. (The corporation shall hereafter be referred to as the "Association".)

**1.1 OFFICE** - The office of the Association shall be at Pointe West Recreation Facility or such other location within the County as may from time to time be determined by the Board of Directors.

**1.2 FISCAL YEAR** - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3 SEAL** - The seal of the Association shall bear the name or abbreviated name of the Association, the word "Florida", the year of establishment, and shall identify the Association as a not-for-profit corporation.

**1.4 DEFINITIONS** - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Florida Statutes, as amended from time to time, and in the Declaration of Pointe West Recreation Facility, recorded at O.R. Book 1270, Page 1894 et seq. Public Records of Pasco County, Florida.

**2. MEMBERS' MEETINGS**

**2.1 ANNUAL MEETINGS** - Annual members' meetings shall be held at the office of the corporation or at such other convenient location as may be determined by the Board of Directors within the first 15 days in the month of March each year, on such date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

**2.2 SPECIAL MEETINGS** - Special members' meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from thirty (30 %) percent of the Association voting interests. Members meetings may be called by ten (10 %) percent of the Association voting interests giving notice of the meeting and stating the purpose of the meeting pursuant to the Florida Statutes as amended from time to time.

**2.3 NOTICE OF MEMBERS' MEETINGS** - Notice of all members' meetings shall be mailed by United States mail, unless waived in writing, or otherwise delivered to each unit/lot owner at the address of the member as shown on the books of the Association at least 14 days prior to the meeting, provided however, that any members' meeting at which amendments will be considered must be noticed at least 45 days prior to the meeting. An officer of the Association shall execute an affidavit of mailing or delivery pursuant to the Florida Statutes, as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing or delivery. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the president or secretary. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice, and agenda, shall be posted at a designated location on the Pointe West Recreation Facility property not less than 14 days prior to the date of the meeting. The Board upon notice to unit/lot owners, shall by rule designate a specific location on the Pointe West Recreation Facility property upon which all notices of unit/lot owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4 QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast 30 % of the voting interests of the entire membership including proxies. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except amendments and such decisions which the Florida Statutes, as amended from time to time, require a larger percentage in which case the percentage required in the Florida Statutes shall govern.

**2.5 INDIVISIBLE VOTE** - Each unit/lot shall designate one (1) voting member. The designation shall be by a written certificate of appointment of voting representative, delivered to the Association Secretary for the Association Records. The appointment shall be effective until revoked and/or revised, or upon termination of membership in the Association.

**2.6 PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed, and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to amend the Declaration and for votes taken to amend the Articles of Incorporation or By-Laws. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostat, facsimile or equivalent reproduction

of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.

**2.7 NO QUORUM** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.8 ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

(a) Call to order by the President
(b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
(c) When voting; appointment of inspectors
(d) Calling of the roll, certifying of proxies and absentee ballots, and determination of a quorum; or in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
(e) Proof of notice of the meeting or waiver of notice;
(f) Disposal of unapproved minutes;
(g) Reports of Officers;
(h) Reports of Committees;
(i) Unfinished business;
(j) New business;
(k) Acknowledge new directors;
(l) Adjournment.

**2.9 ACTION WITHOUT A MEETING-** Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

## 3. BOARD OF DIRECTORS

**3.1 NUMBER AND TERM-** Directors shall be an owner/member of the Association. There can be only one owner/member per unit/lot on the board of directors at any given time. The number of directors ("Directors") which shall constitute the Association's Board of directors shall be not less than seven (7), no more than eleven (11). Directors shall be elected on a representative basis by the various Associations whose members belong to the Pointe West Recreation Facility, Inc. A seat held by a Director who ceases to be an owner, shall thereby automatically become vacant. Until additional association(s) is/are turned over by the developer and/or ninety percent (90%) of the associations units/lots owners join as members of the Association, the membership of the Pointe West Condominium Association, Inc. shall be entitled to elect four (4) members to the Board of Directors and the membership of the Arborwood Homeowners Association, Inc. shall be entitled to elect three (3) members to the Board of Directors. In order to provide continuity in management, there shall be staggered terms. The terms of office for the Directors shall be as follows:

1. Pointe West Condominium Association, Inc. - each year two directors shall be elected by the membership for two year terms of office.

2. Arborwood Homeowner's Association, Inc. - two directors shall be elected by the membership every odd year for two year terms of office; On even years, one director shall be elected by the membership for a two year term of office.

3. Villas at Summertree HOA, Fairways at Summertree HOA, Cross Creek HOA and Subsequent Associations -

Upon the eligibility of an Association to elect a Director to the Board of Directors, the Directors representing the Villas at Summertree HOA and Cross Creek HOA shall be elected by the membership of their respective Associations in odd numbered years for two year terms and the Directors representing the Fairways at Summertree HOA and any subsequent Association shall be elected by the membership of their respective Associations in even numbered years for two year terms. The first Director elected by each Association shall serve from the date elected until the next scheduled term (odd or even year) for the specific Association as outlined above.

Upon turnover of Association control by the developer or membership in the PWRF of 90% of the owners in the Villas at Summertree HOA and/or the Fairways at Summertree HOA, the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors.

Upon turnover of Association control by the developer or membership in the PWRF of 90% of the owners in the Cross Creek HOA the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors. Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.

Upon turnover of a subsequent Association by the developer or membership in PWRF of 90% of the owners in a subsequent Association, the board of directors shall be allocated as follows:

The Pointe West Condominium Association (425 units) shall be entitled to elect four (4) members to the Board of Directors. The Arborwood at Summertree HOA (289 lots) shall be entitled to elect three (3) members to the Board of Directors. The Villas at Summertree HOA (78 lots) shall be entitled to elect one (1) member to the Board of Directors. The Fairways at Summertree HOA (38 lots) shall be entitled to elect one (1) member to the Board of Directors. Cross Creek HOA (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors. Any subsequent Association (exact number of lots to be determined) shall be entitled to elect one (1) member to the Board of Directors.

The formula for determining the number of seats is based upon the total number of developed units in each Association within PWRF. Each Association (after turnover) will be entitled to at least one (1) seat. If the total number of units in an Association exceeds 200, a second seat will be allocated to that Association. If based on this method the allocation of members to the board would exceed 11 board members; the board of directors composition will be changed by a vote of the membership of the PWRF Association at a duly called meeting of the Association.

**3.2 VACANCY AND REPLACEMENT** - If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, recall, removal from office or otherwise, the Board of Directors representing the individual Associations for whom the vacancy exists may appoint a Director to serve until the expiration of the term.

**3.3 ORGANIZATION MEETING** - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it shall be held immediately following the annual meeting, but in no event shall it be held more than ten (10) days after the day of the annual meeting.

**3.4 REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the

Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least 48 hours prior to the day named for such meeting.

**3.5 SPECIAL MEETINGS** - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) or more of the Directors. Not less than 48 hours notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier. The notice shall state the time, place and purpose of the meeting.

**3.6 WAIVER OF NOTICE** - Any director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7 NOTICE OF BOARD MEETINGS** - Notice of meetings shall be posted conspicuously on the Association property at least 48 continuous hours in advance for the attention of unit/lot owner, except in an emergency. Notice of meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. The Board shall by rule designate a specific location on the Association property upon which all notices of Board meetings shall be posted, and shall notify the owners of the same.

**3.8 OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS** - Meetings of the Board of Directors and any committee thereof at which a majority of the members of the Board or committee are present shall be open for all unit/lot owners to attend.

**3.9 BOARD MEETINGS, QUORUM AND VOTING** - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of the total Board membership shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted monetary conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may recess the meeting from time to time until a quorum is present. At any reconvened meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

**3.10 PRESIDING OFFICER** - The Board of Directors may elect a presiding officer. The presiding officer, if one be elected, shall preside at all meetings of the Board of Directors and of the Members, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors. The Presiding Officer need not be a

member of the Board. Once elected, a presiding officer may be removed.

**3.11 DIRECTOR COMPENSATION** - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the performance of their assigned duties.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS** - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the common law including administration decisions, the Declarations, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit/lot owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

**4.1 TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST** owners to defray the costs of the Association.

**4.2 TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

**4.3 TO MAINTAIN, REPAIR, REPLACE AND OPERATE** the Pointe West Recreation Facility, Inc. property.

**4.4 TO ENACT RULES AND REGULATIONS** concerning the transfer, use, appearance, occupancy of the units, common elements, and limited common elements subject to any limitations contained in the Declaration.

**4.5 TO RECONSTRUCT THE COMMON ELEMENTS' IMPROVEMENTS AFTER CASUALTY** and further improvement of the property.

**4.6 TO ENFORCE** by legal means the provisions of applicable laws and the documents, and to interpret said documents, as the final arbiter of their meaning.

**4.7 TO CONTRACT FOR PROFESSIONAL MANAGEMENT** of the Association and the Properties.

**4.8 TO CARRY INSURANCE** for the protection of the owners and the Association and the Common Properties. Insurance policies may include public liability, casualty, Directors and Officers Liability Insurance, and such other insurance as is customary and reasonable for the Association.

**4.9 TO PAY THE COST OF ALL UTILITY SERVICES** rendered to the Association and not billed to owners of individual unit/lots.

**4.10 TO EMPLOY PERSONNEL** for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.11 TO SUE AND BE SUED, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES** and other instruments by its officers. To grant easements and licenses over the Pointe West Recreation Facility, Inc. property necessary or desirable for proper operation of the Association.

**4.12 TO CONTRACT FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services, shall be in writing. As to any such contract which requires payment in the aggregate that exceeds five (5%) percent of the total annual budget of the Association, including reserves, except for contracts with employees of the Association, for attorneys, community association manager, engineer, landscape architect, and for accountants, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid.

**4.13 TO FINE** - The Directors may impose fines against a unit/lot not to exceed the maximum permissible by law, for failure to comply with the provisions of the documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed $1,000.00 or such maximum amount as is permissible by law, and all fine hearings shall be held before a committee of other unit owners as required by law.

**4.14 TO APPOINT COMMITTEES** - The President may appoint committees. All committees and committee members shall serve at the pleasure of the Board. All committees of the Association that are appointed to take action on behalf of the Board or make recommendations to the Board with regard to the budget shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings.

## 5. OFFICERS

**5.1 EXECUTIVE OFFICERS** - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority of the vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

**5.2 PRESIDENT** - The office of President is to be rotated yearly among the Associations represented on the board. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary or the Assistant Secretary or the Treasurer.

**5.3 VICE-PRESIDENT - POWERS AND DUTIES** - The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4 SECRETARY- POWERS AND DUTIES** - The Secretary shall see that minutes are kept of all proceedings of the Directors and the members; shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; shall keep and have custody of the records of the Association, except those of the Treasurer; and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5 TREASURER - POWERS AND DUTIES** - The Treasurer shall have custody of all financial records of the Association including funds, securities and evidences of indebtedness: Shall keep the assessment rolls and accounts of the members; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer of a corporation.

**5.6 OFFICERS COMPENSATION** - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred in the performance of their assigned duties. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association outside of the scope of the ordinary duties of an Officer or Director.

**5.7 INDEMNIFICATION -**

**5.7.1.** The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in

good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

**5.7.2.** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1. above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**5.7.3.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

**5.7.4.** The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representative of such person.

**5.7.5.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**6. MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within (30) days and these plus records of all receipts, expenditures and all other official records shall be available for inspection (which includes the right to copy) by unit owners and Board members at all reasonable times provided, however, that the Directors may

adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

7. **FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

**7.1. BUDGET** - A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association including insurance, management fees, if any, and which may include expenses of in-house communications and security, and which shall include reserves. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote of the majority of the unit owners, either in person or by limited proxy, at a duly called meeting of the Association. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year at a duly called meeting provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be available to each member as provided in Article 7.2 hereof.

**7.2 MAILING** - A copy of the proposed annual budget shall be included in the monthly newsletter and/or posted prior to the board meeting at which it will be considered.

**7.3 ASSESSMENTS** - The shares of the unit owners common expenses are made payable in installments due quarterly in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**7.4 SPECIAL ASSESSMENTS** - Assessments and time of payment for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed or delivered to each unit owner as provided in Article 3.7 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose and purposes, any excess funds will be considered common surplus and may be placed in the Association operating account.

**7.5 ASSESSMENT ROLL**- The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit/lot owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be

relied upon for all purposes by any person for whom made.

**7.6 LIABILITY FOR ASSESSMENTS AND CHARGES** - A unit/lot owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisitions of title.

**7.7 LIENS FOR ASSESSMENTS** - The unpaid portion of an assessment including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statutes, or as amended from time to time. All above said charges, costs and fees shall also be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**7.8 COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** - Assessments or charges paid on or before the ten days after the due date shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate (now 18% annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of $25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred and then to the assessment payment first due.

**7.9 COLLECTION - SUIT** - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments, or by any other foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorney's fees, including appeals. The Association must deliver or mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

**7.10 ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks, state or federal savings and loan associations, and other federally insured depositories as shall be designated from time to time by the Directors and in which the monies for

the Association shall be deposited. Certificates of deposit, Treasury Bills, money market funds, and interest bearing types of accounts which do not put the principal at risk are permitted. Withdrawal of the monies from such accounts shall be only by such persons as are authorized by the Directors.

**7.11 COMMINGLING OF FUNDS PROHIBITED** - All funds shall be maintained separately in the Association's name. If reserve and operating funds are commingled, the books and records must be kept separately. No community association manager or business entity required by law to be licensed or registered, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his or with the funds of any other community association as defined in F.S. 468.431, or with those of any other entity.

**7.12 FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with the Florida Statutes.

**7.13 FIDELITY BONDING** - The Association shall obtain and maintain adequate fidelity bonding in the amount equal to the average amount of funds in the Association's accounts during any month or such other amount provided for by law for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse association funds shall provide the Association with a certificate of insurance evidencing with this paragraph, naming the Association as an insured under said policy.

**8. PARLIAMENTARY RULES** - Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association or with the laws of the State of Florida.

**9. BY-LAW AMENDMENTS** - Amendments to the By-Laws shall be adopted in the following manner:

**9.1 NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting of the text of any written agreement at which a proposed amendment is considered.

**9.2 PROPOSAL OF AMENDMENTS** - An amendment may be proposed by either a majority of the Directors or by a majority of the voting interests.

**9.3 ADOPTION OF AMENDMENTS** - A resolution or written agreement adopting a proposed amendment must receive approval of two-thirds (2/3) of the entire Board of Directors, and two-thirds (2/3) of the votes cast (in person or by proxy) at a duly noticed meeting of the association or by written agreement of two-thirds (2/3) of the votes cast.

**9.4 EFFECTIVE DATE** - An amendment when adopted shall become effective only after being recorded in the Pasco County Records according to law.

**9.5 PROPOSED AMENDMENT FORMAT** - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be lined through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."

**11. MISCELLANEOUS** - The following miscellaneous provision shall apply to these By-Laws and Documents.

**11.1. CONFLICTS** - The term "Documents", as used in these By-Laws and elsewhere shall include the Declaration of Covenants, Restrictions, and Conditions, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans and graphic descriptions of improvements of record. In the event of a conflict between language in the Declaration and the graphic descriptions of record, the graphic of record shall control. In the event of a conflict between language in any other Documents, the following priorities shall control:

1. Declaration of Covenants, Conditions, and Restrictions;
2. Articles of Incorporation ;
3. By-Laws; and
4. Rules and Regulations.

**11.2 GENDER** - The use of the term "he", "she", "his", "hers", their", "theirs", and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**11.3 SEVERABILITY** - In the event that any provisions of these By-laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

**11.4 CAPTIONS** - The use of captions herein is for convenience only and shall not govern the meaning of any of the provisions hereof, unless the caption is specifically incorporated into the body of any provision.

The foregoing we adopted as the Amended and Restated By-laws of POINTE WEST RECREATION FACILITY, INC. on this May day of 29, 2001.

Peter F. Sesco
PRESIDENT

# SUMMERTREE RECREATION FACILITY

# RULES AND REGULATIONS

The following Rules and Regulations, adopted by the Summertree Recreation Facility Board of Directors, hereby supersede all previous versions of the Rules and Regulations.

**APPROVED 03/15/2023**

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# GENERAL

## 1.1 RULES

1.1.1 Residents, guests, and visitors must obey all signs and posted rules at all times.

1.1.2 Rule violations may result in fines, in suspending access to SRF facilities, or both.

1.1.3 NO SMOKING OR VAPING is permitted by residents, guests or staff within 25 feet of any SRF building, amenity or at any SRF Function or event with the exception of the designated smoking area on the pool deck.

1.1.4 NO FISHING or SWIMMING is permitted in any stream, pond, lake or any other water feature on SRF property.

1.1.5 NO TRESPASSING or SOLICITING is permitted on SRF property.

1.1.6 NO WEAPONS of any kind are permitted on SRF property.

1.1.7 Shoes and shirts are required in all indoor and outdoor areas, except in the pool area.

1.1.8 All residents, visitors, guests and staff shall be respectful of each other. Vulgar or abusive language, nuisance, annoyance or physical contact and violent acts will be considered a violation.

1.1.9 Any damages caused to SRF facilities or equipment will be charged to the resident who is responsible for the damage, including any damages caused by their guests or visitors.

1.1.10 Do not change the volume, muting, or channels on any televisions in the clubhouse activity rooms. Report any problems to the SRF office.

1.1.11 Speakers on cell phones must be muted in SRF buildings and amenities at all times.

1.1.12 All telephones within SRF facilities are for emergency use only or with SRF Prior Approval.

## 1.2 GUESTS AND VISITORS

1.2.1 Guest: a person or persons staying overnight in a unit within Summertree for at least one night. During such stay, the person(s) shall be considered a guest of the owner/renter of that unit.

1.2.2 Visitor: a person or persons coming to a unit within Summertree who is not staying overnight.

1.2.3 Visitors shall only be allowed on SRF premises in the presence of the owner/renter whom they are visiting.

1.2.4 Residents are responsible for the behavior of their guests and visitors.

1.2.5 In the event that facilities become overcrowded, access will be prioritized as follows:

1. Residents
2. Guests and visitors accompanying residents
3. Unaccompanied guests

## 1.3 ACCESS CARDS

1.3.1 All residents will be issued a photo access card that can be used to gain access to the clubhouse building, auditorium building and pool area. This access card may also be used to operate the front gate.

1.3.2 Access cards are obtained in the SRF office for a non-refundable fee.

1.3.3 Replacement cards are also obtained in the SRF office for a non-refundable fee.

1.3.4 Access cards for guests

- Residents may request that a temporary access card be issued to a guest who will be staying with them. The resident is still responsible for the actions of their guests.
- Guest cards are issued for the expected duration of the guest's stay, with a maximum of 60 days. The card will then be deactivated.
- Guest cards are obtained in the SRF office for a refundable deposit. The deposit will be refunded if the access card is returned within 60 days of the deactivation.
- Both the resident and guest must be present in the office to get the access card.
- Guest access cards will not be issued if the resident's account is in arrears.

## 1.4 CHILDREN

1.4.1 Children under the age of 3 are not permitted in the pool.

1.4.2 Children under 16 are prohibited from using any of the Facilities unless accompanied and supervised by an adult over 21 years of age.

1.4.3 Children under the age of 18 are always prohibited from using the following areas:

- Saunas
- Steam rooms
- Spa/Hot Tub next to the pool

1.4.4 Children under the age of 16 are always prohibited from using the following areas:

- Game room (Billiard room)
- Card Room
- Computer Room
- Exercise room

## 1.5 PETS

1.5.1 Pets except for service animals are not permitted in SRF buildings or amenities.

1.5.2 Owners must clean up after their animals.

# 2 RESERVING FACILITIES FOR EXCLUSIVE USE

## 2.1 WHO CAN RESERVE

2.1.1 SRF may sponsor several social events each month. These events are open to all SRF residents, guests, and visitors.

2.1.2 Residents, groups of residents and resident clubs may request to reserve the SRF facilities for exclusive use for various social events and entertainments. Exclusive use means that other residents, guests, and visitors may be denied use of the area during the reserved time.

2.1.3 Summertree Homeowner and Condo Associations (Arborwood, Cross Creek, Fairways, Greens, Pointe West, Villas) and their committees are entitled to reserve the Garden Room, Auditorium or Clubhouse Conference Room for meetings without charge.

2.1.4 Summertree Homeowner and Condo Associations (Arborwood, Cross Creek, Fairways, Greens, Pointe West, Villas) may reserve the facility to sponsor up to two fundraising events per year with no rental fee. The cleaning fee will apply. An authorizing letter from the Association's Board of Directors must be included with the application.

2.1.5 Resident clubs and groups, with membership open to all residents, may request to reserve SRF facilities for meetings (no food, beverages, or entertainment) without charge, and one annual membership meeting with food, beverages or entertainment without charge.

2.1.6 One resident will be named the responsible party for any non-SRF-sponsored event. The responsible resident must be current with all their assessments and fees to SRF.

2.1.7 SRF staff will not set up the Auditorium or Garden Room for non- SRF- sponsored events. All furnishings will be replaced to their original position after the event.

## 2.2 WHAT CAN BE RESERVED

2.2.1 The Auditorium may be reserved for groups up to 200 people.

2.2.2 The Garden Room may be reserved for groups up to 50 people.

2.2.3 The Picnic Area may be reserved for groups up to 20 people. This reservation does not include use of the Garden Room, Auditorium or Kitchen. No fees will be charged.

2.2.4 The Clubhouse Conference Room may be reserved for Association Committee meetings of up to 8 people. No fees will be charged.

## 2.3 HOW TO RESERVE

2.3.1 Reservations for the Garden Room or Auditorium cannot be scheduled more than 13 months in advance.

2.3.2 If the facility has multiple requests to be used on the same day, the order of the list of priority will be:

1. SRF
2. Associations
3. Groups/Organizations open to all SRF residents

4. Private Rentals
5. Clubs/Organization for private events.

2.3.3 A resident who wishes to reserve the facilities must submit an application (available in the SRF office) to the SRF Board of Directors for approval. A check for the applicable fees must be submitted with the application. Any reservation for a Private Party must include the nature of the Private Party for the board to review. The Calendar will state "Private Party", but the nature of that party will be given to the board to make a decision.

2.3.4 Acceptance of the application and fee by the SRF office does not guarantee Board approval of the event. No services or expenses should be incurred by the applicant prior to event approval.

2.3.5 If the Board does not approve the application, the check will be returned to the resident.

## 2.4 LIMITATIONS

2.4.1 The facility is not to be used to solicit or conduct business of any kind for any reason.

2.4.2 An approved social function reserving either the Garden Room or the Auditorium allows exclusive use of that room, the Kitchen and the Auditorium rest rooms only. Use of the pool and any other SRF amenities are not included with the approved rental.

2.4.3 Rented facilities are expected to be left tidy and unlittered, with trash removed to the dumpster located in the Auditorium parking lot.

2.4.4 Any furnishing that had been moved must be replaced to its original location.

2.4.5 The reserved facility will be vacated no later than 10:00PM. Deviation from this provision may only be made with board approval.

## 2.5 KITCHEN RULES

2.5.1 The kitchen facilities are available only for the use of groups or parties during a reserved event with prior approval of SRF management.

2.5.2 A licensed food handler must be present if the kitchen is to be used for food preparation. Otherwise, stoves and microwaves may only be used for re-heating food. The food handler license must be brought to the SRF office prior to the event so that a copy can be made and kept on file.

2.5.3 The use of equipment in the kitchen is at the sole risk of the user. SRF assumes no responsibility for personal injuries or damages.

2.5.4 Kitchen equipment may not be left unattended while in use.

2.5.5 All food and service items must be removed from refrigerators, counters, and ovens at the close of the event.

2.5.6 Kitchen items and appliances must be left clean and returned to their proper storage areas.

## 2.6 FACILITY RESERVATION FEES

2.6.1 The rental fee for the Garden Room is $100.

2.6.2 The rental fee for the Auditorium is $200.

2.6.3 All residents, groups and clubs must also pay a non-refundable cleaning fee of $55 when reserving the Garden Room or $90 when reserving the Auditorium for social functions (See 2.6.5 for only exceptions).

2.6.4 A refundable damage deposit of $100 is required with every reservation and will be used if damage occurs or if additional cleaning is required after an event. The damage deposit will be returned if not needed. The applicant to reserve use of the SRF accepts responsibility for any damages. The amount of damage will be determined by the SRF Board. The applicant may appeal the decision in writing to the board within ten (10) days. All decisions by the board based upon appeal will be final.

2.6.5 The Friendship Club and Women's Club, as non-profit organizations, will pay a flat fee of $75 to rent the auditorium and/or Garden Room for charity fund-raising events and be responsible for the cleaning of the facilities after use.

| | Cleaning Fee | Rental Fee | Refundable Damage Deposit | Total Due with Application |
|---|---|---|---|---|
| Association meetings | 0 | 0 | 0 | 0 |
| Association fundraiser | Garden Room $55<br>Auditorium $90 | 0 | $100 | Garden Room $155<br>Auditorium $190 |
| Memorial Services Residents Only | 0 | 0 | 0 | 0 |
| Memorial Services Non-Resident | Garden Room $55<br>Auditorium $90 | Garden Room $100<br>Auditorium $200 | $100<br>$100 | Garden Room $255<br>Auditorium $390 |
| SRF sponsored events | 0 | 0 | 0 | 0 |
| Non-SRF-sponsored social events | Garden Room $55<br>Auditorium $90 | Garden Room $100<br>Auditorium $200 | $100<br>$100 | Garden Room $255<br>Auditorium $390 |
| Women's Club events | (Club cleans) | $75 | $100 | $175 |
| Men's Club events | (Club cleans) | $75 | $100 | $175 |
| Club meetings | 0 | 0 | 0 | 0 |

# 3 INDOOR RECREATION FACILITIES

## 3.1 GENERAL RULES

3.1.1 Alcohol is not permitted in the clubhouse.

3.1.2 Regularly scheduled activities take priority to use indoor facilities.

3.1.3 Water bottles are permitted in any of the indoor facilities, except the Computer Room.

3.1.4 Wearing wet bathing suits or any wet clothing is not permitted except in the pool lounge area.

3.1.5 Golf Carts are not allowed in any grass area.

3.1.6 No Bikes or wheeled sporting equipment of any type are allowed in the building, breezeway, or pool area.

## 3.2 CARD ROOM

3.2.1 No food or drink except water is permitted in the card room.
3.2.2 Please limit use to 2 hours if others are waiting.
3.2.3 No covers on the tables when not in use.
3.2.4 No advance table reservations. First come, first served.

## 3.3 CRAFT ROOM

3.3.1 No food or drink except water is permitted in the craft room.
3.3.2 Cabinets may not be used for storage of personal items.

## 3.4 COMPUTER ROOM

3.4.1 No food or drink, including water, is permitted in the computer room.
3.4.2 Please limit use to 1 hour if others are waiting.
3.4.3 The printer cannot be used to make copies. Copies are available in the SRF office for a small fee. Printer paper is not provided by SRF.
3.4.4 Do not change any settings or configurations.

## 3.5 CLUBHOUSE LOCKER ROOMS

3.5.1 Showers are provided for convenience before or after using the pool or exercise room.
3.5.2 Personal possessions are left at your own risk and must be removed daily.
3.5.3 Use of saunas and steam rooms is at the sole risk of the user.

## 3.6 EXERCISE ROOM

3.6.1 No food or drink except water bottles is permitted in the exercise room.
3.6.2 Please limit the use of any piece of equipment to 30 minutes if others are waiting.
3.6.3 Wearing wet bathing suits or other wet clothing is not permitted.
3.6.4 The use of equipment in the exercise room is at the sole risk of the user. SRF assumes no responsibility for personal injuries or damages.
3.6.5 Users must wipe down touch points of all equipment after use.
3.6.6 Misuse of exercise equipment including but not limited to dropping weights or letting go of a return bar is a violation.

## 3.7 GAME ROOM (BILLIARD ROOM)

3.7.1 No food or drink except water is permitted in the Game Room.
3.7.2 Sitting on tables is prohibited.
3.7.3 Players must re-rack the balls, replace cues in the racks and brush the billiard table after use.
3.7.4 All equipment for shuffleboard and darts must be replaced in its storage location after use.
3.7.5 Do not place objects such as clothing, carrying cases, etc. on billiard tables.
3.7.6 No beverages of any kind are permitted on game tables.

# 4 OUTDOOR RECREATION FACILITIES

## 4.1 SWIMMING POOL AND HOT TUB

4.1.1 Pool hours (unless posted as closed):
Monday 11:00 a.m. to 10:00 p.m. (Holiday Mondays 9:00 a.m. to 10:00 p.m.)
Tuesday-Sunday 8:00 a.m. to 10:00 p.m.

4.1.2 Swim at your own risk. No lifeguard is on duty.

4.1.3 ALL pool users must rinse off before entering or re-entering the pool or the hot tub. Soaps and shampoos are only to be used in the restrooms. No personal grooming is allowed in the pool area.

4.1.4 Shirts or bathing suit cover-ups are required at all times outside the pool deck area.

4.1.5 Per Florida state law, the safety line must be connected in the swimming pool at all times.

4.1.6 Towels must be used to cover chairs and lounges if you are dressed in swimwear or wet clothing.

4.1.7 The morning water aerobics class is restricted to the shallow end of the pool and has priority over individual swimmers for using that end of the pool.

4.1.8 Everyone must use earbuds or headphones if they wish to listen to music in the pool area.

4.1.9 A resident or guest who opens an umbrella is responsible for closing it when their party leaves the pool area, regardless of whether there are other persons at the pool, unless another person there agrees to accept responsibility for lowering it when they leave.

4.1.10 The following are PROHIBITED:

- Glass containers
- Food or beverages within ten feet of the pool or hot tub
- Persons with open wounds, sores or bandages
- Children or adults in diapers (including swim diapers)
- No floats and pool toys are allowed in the pool with the exception of noodles with a six-inch diameter or less and US Coast Guard approved children's safety devices.
- Horseplay
- Any vulgar/boisterous language or action
- No smoking or vaping is allowed as referenced in 1.1.3

### 4.2 SHUFFLEBOARD COURTS

4.2.1 No food or drinks are allowed on the court surfaces.
4.2.2 Players are to sweep the courts.
4.2.3 Players are to wear soft-soled shoes.
4.2.4 Return sticks and pucks to their storage area.
4.2.5 Players are not permitted to walk on the courts.

### 4.3 BOCCE COURTS

4.3.1 Players are to wear soft-soled shoes.
4.3.2 No food or drinks are allowed on the court surfaces. They must remain on the sidelines.
4.3.3 Return all equipment to the storage boxes after use. The bocce balls are to remain in the outside storage box. A resident or guest who opens an umbrella is responsible for closing it when their party leaves the bocce area unless another person there agrees to accept responsibility for lowering it when they leave.

### 4.4 TENNIS/PICKLEBALL COURTS

4.4.1 Players must wear tennis or court shoes only.
4.4.2 No food or drinks other than water are allowed inside the fenced area.
4.4.3 No skateboards, rollerblades, scooters, or pets.
4.4.4 Only tennis or pickleball balls and racquets are to be used.
4.4.5 All cleaning equipment must be put back in place after use.

### 4.5 HORSESHOE PITS

4.5.1 Players must wear suitable shoes.
4.5.2 Return equipment to the storage bin after use.

## 5 ROADS AND VEHICLES

### 5.1 BICYCLES, GOLF CARTS, ALL MOTORIZED VEHICLES

5.1.1 Obey all relevant state and local laws.
5.1.2 Bicycles and motorized vehicles must use roads only. Bicycles are prohibited from sidewalks.
5.1.3 Bicyclists must ride on the right side of the road, as near to the curb as possible, and with the flow of vehicular traffic.
5.1.4 Bicyclists riding in groups of two or more must ride single file on the right side of the road, as near to the curb as possible.
5.1.5 Bicyclists must always proceed at a safe speed. Racing is expressly prohibited anywhere on SRF property.
5.1.6 Bicyclists must observe all traffic signs, signals, lights, and markings, as they would if they were operating an automobile.
5.1.7 When riding between sunset and sunrise, bicyclists must have a light or reflector for visibility

5.1.8 There are spaces reserved for golf cart parking adjacent to the bocce courts.

## 5.2 PEDESTRIANS

5.2.1 Walk on sidewalks where one exists, not in the street per Florida State Law.

5.2.2 When necessary to walk in the street, walk against the flow of traffic as near the curb as possible.

5.2.3 When walking between sunset and sunrise, wear reflective clothing/tape or light-colored clothing.

## 5.3 VEHICLES AND PARKING

### 5.3.1 Car Barcode Stickers

Permanent barcode stickers are issued during office hours to owners and residents. Barcodes are to be permanently attached to the passenger side rear window. Replacement stickers will be issued for newly purchased vehicles after verification of new registration. There are no guest parking stickers. Fees will be charged.

### 5.3.2 SRF Parking Lots

Parking is permitted in designated parking lots only. No parking is permitted along any roadways. SRF lots include the SRF half of the Cherry Way lot, the Corral lot, the Auditorium lot, and the Clubhouse Parking area adjacent to the laundry room. All SRF parking areas are to be used for parking of legally registered cars, SUVs, vans, and light pickup trucks only. No vehicles with more than 4 wheels are permitted to be parked in SRF parking areas. No other types or classifications of vehicle or conveyance shall be parked in SRF parking areas. No commercial vehicles of any kind are permitted, other than vendor vehicles when doing work. No vehicles of any kind may be stored in SRF parking areas.

### 5.3.3 Cherry Way Parking Lot

RVs are allowed to load and unload in the Cherry Way parking lot with the agreement and understanding that they must be removed from SRF property within three days. Residents must make arrangements to store their vehicles, boats, trailers, and RVs elsewhere. It is the resident's sole responsibility to make these arrangements.

The Cherry Way lot is the only SRF lot where short term overnight parking is permitted. All vehicles parked overnight must have a valid overnight parking pass issued by the SRF office and displayed in the vehicle’s windshield. Parking passes can be issued for up to two weeks and renewed only once upon request at the office for the following two weeks.

### 5.3.4 Reserved Parking Spaces

- Spaces adjacent to the bocce courts are reserved for golf cart parking.
- SRF and PWCA each have one designated parking space on the south side of the clubhouse. Parking in these spaces is restricted to 15 minutes maximum.
- Two spaces on the south side of the clubhouse are reserved for the laundry room.
- Five spaces on the south side of the clubhouse are designated handicapped parking spaces. A valid handicapped parking license plate or placard is required to park in these spaces. Any person who is chauffeuring a person who has a disability is allowed, without need for a disabled parking permit or a special license plate, to stand temporarily in any such parking space, for the purpose of loading or unloading the person who has a disability.

- License tags and barcode numbers of any unauthorized vehicles should be reported to the SRF office.

#### 5.3.5 Travel Groups

Travel groups may not use the Auditorium parking lot for vehicles while on day trips. Parking is available in the Corral parking lot.

#### 5.3.6 Vendor/Contractor Parking

All vendors and contractors wishing to park at SRF facilities must receive a parking permit from the SRF office and display it in the windshield of the vehicle.

#### 5.3.7 Illegal Parking

SRF is in contract with a towing company. Vehicles violating any of the above parking rules, improperly parked or illegally parked on SRF property may be towed at the owner's expense.

### 5.4 SIGNS

All HOA event signs must be approved in the SRF office at least one week prior to posting. Each event may have no more than 2 banner signs at the Summertree entrance on SR 52, and no more than four directional signs per participating HOA posted throughout. Whoever posts the signs is responsible for removing them within 24 hours after the event ends.

Ticket sales: A temporary sign may be posted at each end of the island in front of the clubhouse during the hours of ticket sales. Signs may not exceed 24" x 1" and must be in good repair.

## 6 FINES, FEES, SUSPENSIONS

### 6.1 RULES VIOLATION FINING AND SUSPENSION PROCEDURES

The Association may fine or suspend certain rights of any owner(s), tenant, guest, or visitor only after the following procedures have been followed. A committee of at least 3 members, not affiliated with or related to any board member, nor employee of the board, shall hear the evidence presented and render its decision which is binding. The hearing will be set by the committee no less than 14 days after notice has been sent to the party or parties involved. If the owner(s), tenant, guest or visitor decides not to participate in the hearing process, the committee shall hold said hearing and render its decision. The committee shall decide the severity of the violation(s) and apply a reasonable fine or suspension for each violation. Notification shall be made to the absentee party either in person or by first class mail. All decisions are final and binding.

The party who has broken any of the provisions of the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations will be reprimanded through the following procedure, initiated by management:

First offense – Certified letter to owner(s)/renter stating violation, date and time, and state intent to levy a fine/suspension upon a second violation.

Second offense – The violation committee shall call a hearing to impose a fine/suspension for the violation. A certified letter will be sent to the owner(s)/renter stating:

- The date, time, and place of the hearing

- The provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules & Regulations which have allegedly been violated
- A short and plain statement of the matters asserted by the Association

The Association may levy reasonable fines of up to $100 per violation against any owner(s), tenant, guest or visitor for failure to follow the provisions of the Declaration, Articles of Incorporation, By-Laws and/or Rules and Regulations. A fine may be levied for each day the violation continues, with a single notice of and opportunity for a hearing, except that the fine may not exceed $1000.00 in the aggregate. A fine of less than $1000.00 may NOT become a lien.
The party against whom the fine/suspension may be levied shall have an opportunity to respond, to present evidence, and to provide a written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs and reasonable attorney's fees incurred before trial, at trial or on appeal.
The Association may suspend the rights to common areas of any owner(s), tenant, guest, or visitor for failure to comply with the rules of the Association as set forth in the Rules and Regulations. Suspension of rights shall not apply to the common elements needed to access the unit, impede parking or pedestrian entrance.

## 6.2 DELINQUENT HOMEOWNER SUSPENSION PROCEDURES

The Association may suspend the rights to use the common areas of the Association of any owner(s), tenant, guest, or visitor who is delinquent more than 90 days in their financial obligation to the Association and has been notified of such delinquency.
The owner(s), tenant, guest, or visitor will be notified at least 14 days prior to imposing the suspension and the decision must be approved at a properly noticed meeting. No hearing is required for this action. Any suspension may continue until the owner, tenant, guest, or visitor has become up to date with the assessments and any other fees involved.
The suspension of rights does not apply to the right of the owner(s), tenant, guest, or visitor to access their homes. All privacy rules will apply.
In the case where the HOA collects and pays the fees for their property owner(s), it will be the individual HOA's responsibility to notify management of the Summertree Recreation Facility, in writing, of an owner(s)' rights to use the common areas are to be suspended. Further it will be said individual HOA's responsibility to notify management of the Summertree Recreation Facility, in writing, that a suspension is to be lifted. All privacy rules will apply.

## 6.3 ASSESSMENT LATE FEES AND DATE TO BE ASSESSED

Fees are due on the first of the months of January, April, July, and October. Assessments are late if not paid by the 10th of the month when payments are due. A late notice (statement which includes the late fees assessed will be sent after the 10th of the month that the quarterly assessments are due. A late fee of twenty-five (25.00) dollars and a 10 (10.00) dollar late notice fee will be charged after the 10th of the month that the quarterly assessments are due. Interest will be charged after 30 days. A certified letter

shall be sent if the fines are not paid in sixty (60) days. Any fees still outstanding after ninety (90) days will be referred to the Board for legal action.