

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS  
OF GORNTO LAKE APARTMENTS**

NOTICE IS HEREBY GIVEN that the Declaration of Gornito Lake Apartments, as originally recorded in Official Records Book 23660, page 545, Public Records of Hillsborough County, Florida, is hereby amended pursuant to the procedures described in said Declaration of Condominium for amendment thereof, at the Special Meeting of the members of Gornito Lake Homeowners' Association, Inc. on July 6, 2018, as set forth herein.

**SEE ATTACHED EXHIBIT A FOR AMENDED AND RESTATED  
DECLARATION OF COVENANTS, BYLAWS and ARTICLES OF INCORPORATION**

IN WITNESS WHEREOF, GORNITO LAKE HOMEOWNERS' ASSOCIATION, INC. has caused this Certificate of Amendment to the Declaration of Covenants to be signed in its name by its Vice President, on this 25 day of July, 2018.

By: [Signature]  
GIUSEPPE VIOLLO Printed

Witness Name: EMANUELE RUSCHENA  
Name/Title: Mrs. Emanuela Ruschena

Emanuele Ruschena  
Witness Name: Mrs. EMANUELE RUSCHENA

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25 day of July, 2018, by GIUSEPPE VIOLLO, as Vice President of GORNITO LAKE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit. He/She are personally known to me or produced [Signature] as identification did not take an oath.

Notary Signature: [Signature]

Notary Print Name: GIUSEPPA SPADARO

Notary Public

My Commission Expires: NEVER



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR GORNTO LAKES APARTMENTS

THIS DECLARATION, made on the date hereinafter set forth by INVEST P.I., LLC, a Florida limited liability company, hereinafter referred to as "Declarant", whose mailing address is c/o Manuel Rebecchi, 306 Whitfield Avenue, FL 34243.

WITNESSEH:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "GORNTO LAKE APARTMENTS" on the Exhibit "A" land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties: and, to this end, the Declarant desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, GORNTO LAKE HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes) but instead shall be a Homeowner Association as such term is defined and described in the Florida Homeowners' Association Act (Chapter 720 of the Florida Statutes) and is hereby submitted

pursuant to Chapter 720 as it exists on the date hereof and as may be renumbered from time to time;

NOW, THEREFORE, the Declarant, hereby declares that the real property described in the attached Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE 1 - DEFINITIONS

Section 1. "Act" shall mean Chapter 720 of the Florida Statutes, currently known as The Florida Homeowners' Association Act, as it may be renumbered from time to time.

Section 2. "Architectural Control Committee" or the "Committee" shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

Section 3. "Articles" shall mean the Articles of Incorporation of the GORNTO LAKE HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as Exhibit "B" and made a part hereof, including any and all amendments or modifications thereof.

Section 4. "Association" shall mean and refer to GORNTO LAKE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit "C" and made a part hereof, including any and all amendments or modifications thereof.

Section 7. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners, currently known as Tract A.

Section 8. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, certain boundary walls and entrance signs, if any.

Section 9. "Declarant" shall mean and refer to INVEST P.I., LLC, a Florida limited liability company, its successors and assigns. It shall not include any person or party who purchases a Lot from INVEST P.I., LLC, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by INVEST, P.I., LLC as Declarant hereunder with regard thereto.

Section 10. "Declaration" shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GORNTO LAKE and any amendments or modifications thereof hereafter made from time to time.

Section 11. "Dwelling Unit" shall mean that portion of a Residence (as hereinafter defined) intended and suitable for exclusive use and occupancy by one family. Residences located upon Lots 2 through 10 shall each consist of two Dwelling Units and the Residence constructed upon Lot 1 shall consist of eight Dwelling Units. The building comprising the Dwelling Units shall be considered a Dwelling.

Section 12. "FHA" shall mean and refer to the Federal Housing Administration.

Section 13. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot.

Section 14. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 15. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 16. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 17. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot or a residential Dwelling, which owner and holder of said mortgage shall be any federally or state-chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA,

recognized pension fund investing in mortgages, and any federally or state-chartered savings and loan association or savings bank.

Section 18. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 19. "Interpretation" Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 20. "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

Section 21. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any lot.

Section 22. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Dwellings, streets and roads, and land owned by the Association, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 23. "Plat" shall mean and refer to the plat of GORNTO LAKE APARTMENTS recorded in Plat Book 125 at Page 150 of the Public Records of Hillsborough County, Florida and such additions to the Plat by the platting of additional phases from time to time. This definition shall be deemed to automatically be

amended to include the plat of each phase, as such phase is added to this Declaration.

Section 24. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A" and made subject to this Declaration.

Section 25. "Residence" means a residential building constructed on a Lot which is intended for occupancy by one or more families, including a duplex or other multifamily dwelling.

Section 26. "SWMS" shall mean the surface water management system as defined in Article IV hereafter.

Section 27. "VA" shall mean and refer to the Veterans Administration.

## **ARTICLE II - PURPOSE**

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to ensure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") as herein after defined, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways, if any, to the Properties and streets within the Properties; to maintain and repair the exterior surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain the lawns, irrigation, landscaping inside the lots; maintain the roofs, gutters, downspouts and perform exterior painting and cleaning, and to otherwise maintain all exterior architectural elements of the Dwellings, except for the repair or replacement of windows; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay for the costs of street lighting for Common Areas if required, streets within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Hillsborough County by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas.

Section 3. Irrigation. The Declarant may, but shall not be obligated to, install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way, which the Association is obligated to maintain under this Declaration. The Association shall be obligated, unless otherwise provided herein, to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

### ARTICLE III - EASEMENTS

Section 1. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area, Lots, or any of the Properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties and do not interfere with the dwellings thereon. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the Common Area, provided such lines and facilities benefit land which is or will be within the Properties. The Association shall join in or separately execute any easements for the foregoing purposes, which the Declarant shall direct or request from time to time. The Declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 2. Easement for Lateral and Subjacent Support.

There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

Section 3. Easements Established and Reserved for Utilities and Drainage.

(a) There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas in favor of the Declarant, Association and Hillsborough County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, Association and Hillsborough County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section, or as shown on the Plat, shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the plat. No permanent improvements or structures which obstruct the drainage flow shall be placed or erected upon the Drainage Easements. In addition,



no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. Any structures installed in the easements shall be at the risk of the Owner. This Paragraph shall not apply to Declarant if such improvements by it are approved by Hillsborough County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement running along the rear of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association, shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach

upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) If ingress and egress to any dwelling is through the common is, any conveyance or encumbrance of the common are is subject to the Owner's easement for ingress, egress and utilities.

(i) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside parametrical boundaries of any residential structure originally constructed by the Declarant on any portion of the Properties.

Section 4. Reciprocal Easements for Dwellings. There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any walls or buildings or other improvements; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement settling, and shifting of any such walls or improvements as constructed by Declarant or the Association, or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any Dwelling, including without limitation roofs and eaves, upon an adjacent Lot, where the original placement of a wall is intended to be but is not located on the boundary between two Lots, or where roofs and/or eaves are extended and extend over the adjacent Lot(s). As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the Dwelling or part thereof causing the encroachment so that such Dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the

Owner of the encroaching Dwelling shall have an easement upon the adjacent Lot(s) as reasonably necessary for reconstruction or repair of the encroaching Dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof, and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, tenant or the Association.

**ARTICLE IV - SURFACE WATER MANAGEMENT SYSTEM,**

Section 1. Surface Water Management System. The Association shall be responsible for maintenance of SWMS. All SWMS within the platted area which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a Common Expense.

(a) No structure of any kind shall be constructed or erected in or on, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, swales, drainage ways, or areas intended for the accumulation of runoff waters, without the specific written approval of the Association.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any water retention or drainage areas which it

abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any water management area, nor is any swimming or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost for this shall be a Common Expense unless the reason for the Association having to enter the Lot is due to the negligence or intentional conduct of the Lot Owner. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association, its successors and assigns.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any

proposed amendment, which would affect the SWMS, or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. SWFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

**ARTICLE V - PROPERTY RIGHTS OF OWNER**

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

(a) The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area and said fees shall be established by the Board through a resolution setting the fees, which shall be reasonable;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed the maximum duration permitted by the Act;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(e) The right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and,

(f) The right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common

Area and facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot.

Section 3. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record.

#### ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot. The right of a member to vote may be suspended in accordance with the provisions of Chapter 720, Florida Statutes.

Section 2. Membership Classifications. The Association shall have one class of voting membership. All votes shall be cast in the manner provided in the Bylaws.

#### ARTICLE VII - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article I hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder. The Association shall maintain inside the Lots, including the lawns and landscaping, and provide for painting and cleaning of the exterior of the dwelling unit. The Board of Directors may elect to

undertake such additional maintenance obligations, as it may deem appropriate from time to time. The Association will be responsible for maintaining the irrigation system.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the Manager to assist in managing its affairs and carrying out its responsibilities hereunder in the name of the Association to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties. This provision shall supersede any termination provision in any management agreement entered into by the Association and any Manager entering into a management agreement with the Association expressly agrees to applicability of this Section to the management agreement.

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

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, directors and officers insurance, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds. Each Owner shall provide proof of hazard, property and casualty and liability insurance to the Association at the time of purchase of the Lot and Dwelling Unit and at least annually, at the time of renewal of the policy in accordance with the rules adopted by the Board of Directors regarding proof of insurance and renewal of insurance. Proof of hazard, property and casualty and liability insurance coverage shall include an insurance binder, followed by a copy of the insurance policies, showing full payment of the policy premium, listing the coverage amounts and identifying the Association as an additional insured. Hazard, property and casualty and liability insurance on the Lot and Dwelling Unit shall be required regardless of the status of any outstanding mortgage(s) and regardless of the

status of the occupancy of the Lot and Dwelling Unit. Self-insurance by the owner shall not qualify as adequate insurance under this Paragraphs.

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

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by all members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by all members.

Section 7. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

A fine or suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity to request a hearing to the Lot Owner and, if applicable, his tenant, occupant, licensee, or invitee by delivering said written notice, before the imposition of any fine or suspension, to the Lot Owner by registered or certified mail, return receipt requested, and by first-class United States mail to the Lot Owner at his or her last address as reflected in the records of the association, if the address is within the United States, and



delivered to the owner at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, sending the notice to that address and to the parcel address by first-class United States mail is sufficient. Delivery of the notice shall be deemed given upon mailing as required by this subsection. A hearing shall not be required unless the Lot Owner and, if applicable, his tenant, occupant, licensee, or invitee delivers to the association written notice requesting a hearing within 14 days after receipt of the written notice of the fine. Delivery may be accomplished by United States Mail, facsimile or email to the association, its registered agent or management company. The written notice requesting a hearing shall be considered delivered when received by the association, its registered agent or management company. The hearing must be held before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of a Lot Owner or Lot Owner's tenant, occupant, licensee, or invitee to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

Section 8. Litigation. As a condition of membership in the Association, all Lot Owners and, if applicable, their tenants, occupants, licensees, or invitees waive any right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of, pertaining to or relating in any way to the Declaration and its exhibits and attachments. All members of the Association waive the right to trial by jury for all actions against the Association, its officers, directors, employees and agents.

#### ARTICLE VIII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for Common Expenses; and (2)

special assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Additionally, there shall be a one-time capital contribution fee of One Hundred dollars (\$100.00) which shall be paid by each Owner at the time of closing of title on their Lot, and such payment shall be paid to the Association to fund its operating account.

Further, a Lot Owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is owner. The Lot Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Lot Owner from the previous Lot Owner. For the purposes of this paragraph, the term "previous Lot Owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present Lot Owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other purposes, responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to

the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the establishment of such reserve accounts as may be required by law, or which the Board determines are appropriate; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the maintenance, repair and replacement of boundary walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are readily available from any governmental authority; and such other needs as may arise.

Section 3. Annual Assessment for Common Expenses. The annual assessment for Common Expenses may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year, not including the portion of the assessment increase attributable to the funding of reserve accounts established by the Association. If a Board adopts in any fiscal year an annual budget which requires assessments against Lot Owners which exceed 15 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Lot Owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Lot Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests in the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment that is in excess of 10% of the Association's adopted budget shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. At any such meeting required under Section 3 and 4 of this Article, notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty (30%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called at the discretion of the Board of Directors subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast twenty (20%) percent of all the votes of the membership.

Section 6. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article VIII shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the annual assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for Common Expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

Section 8. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest, late fees in the amount determined by the Board of Directors, which shall not exceed the amount permitted by the Act, and all costs and expenses of collection, including reasonable attorney's fees, including appellate and bankruptcy attorney fees, shall be secured by a continuing lien on such Lot in favor of the Association. The lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, a lien recorded pursuant to this section shall have a limited priority over the first mortgage of record to the extent provided in s. 720.3085(2)(c). However, to ensure the availability of third-party financing for Lots, access to financial markets, compliance with the guidelines of Fannie Mae, Freddie Mac and other governmental entities and to ensure the stability of interest rates provided by first mortgagees for lot mortgages, the lien shall not be enforceable against the first mortgagee until the first mortgagee has acquired title to the Lot. No action shall be brought by the Association against a first mortgagee to foreclose the lien until the first mortgagee has acquired fee title to the Lot.

If a First Mortgagee (or its successors or assigns) obtains title to a Lot as a result of the foreclosure of its first mortgage, or in the event a First Mortgagee obtains title to a Lot as a result of a conveyance in lieu of foreclosure of its first mortgage, the liability of the First Mortgagee for a share of the common expenses or assessments chargeable to the lot, or to the owner of said lot, which became due prior to the acquisition of title by the First Mortgagee, is limited to the lesser of:

(a) The unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent of the original principal mortgage debt.

In the event of a foreclosure action, the limitation on the First Mortgagee's past due assessment liability does not apply unless the First Mortgagee joins the Association as a defendant in such a foreclosure action. In the event that the Florida Legislature amends Chapter 720, or any successor chapter, to provide for a greater liability of a First Mortgagee for unpaid assessments, then such statutory amendment shall automatically be

incorporated into this Declaration and supersede the current limitation on liability of a First Mortgagee. Any party other than the First Mortgagee or its successors or assigns of the first mortgage shall be jointly and severally liable with the prior owner for all outstanding amounts owed to the Association.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law and shall be subject to a late fee in the amount determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. The delinquent owner shall be liable for all costs and attorneys' fees incurred by the Association incident to collection of any delinquent amount owed to the Association, including attorneys' fees incurred in bankruptcy or appeal.

Section 10. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees, which shall include appellate and bankruptcy attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, including any special assessments levied by the Association, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 11. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law and the Florida

Constitution, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 12. Limited Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender; or which is guaranteed or insured by the FHA or VA. This subordination shall only apply to the sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof or the sale or transfer of a Lot. The subordination of the lien for assessments shall not apply if the owner of a Lot has filed for relief under any chapter of the United States Bankruptcy Code. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer except as to the extent provided in Section 8. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due. Any such first mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI. Mortgagees may, but are not required to collect assessments.

Section 13. Special Assessment for Maintenance Obligations of Owners. In the event an Owner should fail to perform any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such Lot which assessment shall be secured by the lien set forth in Section 8 of this Article and may be foreclosed in the manner provided in this Article.

Section 14. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge not to exceed the amount provided in the Act as to lot accounts not in collection with the Association's attorney, furnish a certificate signed by an officer of the Association setting forth whether the assessments

on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance to the extent provided by the Act.

Section 15. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 16. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 17. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

#### ARTICLE IX - HUD AND VA APPROVAL

Section 1. FNMA Requirements. Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot



number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

#### ARTICLE X - USE RESTRICTIONS

Section 1. Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling and multiple Dwelling Units may be contained in a Dwelling, in which event, all Restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article. A Lot Owner shall be allowed to maintain a limited home office in their dwelling as further defined by the Board of Directors as to what constitutes a permitted limited home office use.

Section 2. Structures. No residence shall be erected nearer than twenty (20) feet from a front Street Line or fifteen (15) feet from a rear Lot Line or zero to ten (0-10) feet from any Side Lot Line or ten to twenty (10-20) feet from the side Street Line. No swimming pools are permitted on any Lot. The terms "Structure", "Street Line", and "Front Yard", shall have the meanings ascribed by the Hillsborough County Zoning Regulations in effect as of the date of the recording of this Declaration unless

the Association has adopted its own definitions; provided, however, the term "Structure" shall not include a fence.

Section 3. Dwelling. No Dwelling Unit shall have a floor square foot area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, and patios. All Dwelling Units shall have at least one (1) inside bath. A "bath" for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. No Dwelling shall exceed two and one-half (2 1/2) stories nor forty-five (45) feet in height. All Dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns.

Section 4. Use of Accessory Structures. Other than the Dwelling, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with its operations. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 5. Commercial Uses and Nuisances. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for by the Association in Section 1, and as might be permitted by Hillsborough County Codes hereinafter provided for Declarant, and as might be permitted by Hillsborough County Codes and except that real estate brokers, Owners and their agents may show Dwelling Units for sale or lease; nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood.

Section 6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any Dwelling Unit, except that cats, dogs, and other household pets as further defined by the Board of Directors, but which definition shall not include reptiles of any kind, may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another Lot without the consent of the Owner of such Lot; and provided further that no more than a total of two (2) animals may be kept on any Lot. Each dog or cat must be on a leash and in full physical control by the Owner or Owner's family member at all times when the dog or cat is outside

of the Owner's Lot. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property.

Section 7. Vehicles. The parking or storage of automobiles except in designated areas of the Property, Lot, Dwelling Unit and Residence is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind is prohibited on the Common Area except in areas designated as parking areas by the Association. The overnight parking of any of the following vehicles is prohibited upon any areas of the Common Area or within a Lot: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers and any trucks or vans weighing more than 3/4 ton.

No inoperable vehicle may be parked on the Common Area, or on the Property, including, without limitation, designated parking areas. Maintenance on vehicles shall be done in accordance with any rules and regulations adopted by the Board governing maintenance of vehicles. The Board may appoint a committee of a minimum of two (2) Members to police the Common Area and the property. The committee may make inquiries to attempt to determine the ownership of any inoperable vehicle, and present a written report to the Board. The Board, in its sole discretion, shall determine if a vehicle is inoperable in the event one of the following conditions occur: (i) the vehicle does not have a current license tag from the Florida Department of Motor Vehicles or the proper licensing authority of one of the other United States or a foreign country; or (ii) the vehicle has not been moved for a period of at least seven (7) days. In the event the Board determines a vehicle is inoperable and it has been able to determine ownership of the vehicle, the Board shall deliver a notice to such owner giving the owner seven (7) days to register the vehicle with the proper licensing authority or to remove the vehicle from the Common Area and the Property. In the event the Board is unable to determine the ownership of the vehicle, it shall place such notice on the windshield of such vehicle. In the event the owner of the inoperable vehicle fails to correct the situation within such 7-day period, the Board may have such vehicle towed away. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest

and all costs and expenses of collection, shall be secured by a continuing lien on such Owner's Lot in favor of the Association.

Section 8. Storage. No Lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view. Garbage shall be placed at the curb or other appropriate place designated by the Board of Directors on the day garbage is picked up.

Section 9. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any Front Street or Side Street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a Side Street, to that portion of the aforescribed area which is not between the Side Street and the Side Dwelling Line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 10. Antennas and Roof Structures. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Dwelling Unit or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 11. Street Lighting. In accordance with Article I, Section 7 and Article II, Section 1, hereof, the cost of any street lighting shall be a common expense of the Association.

Section 12. Lot and Dwelling Upkeep. All Owners of Dwelling Units shall maintain the Dwelling located thereon in good repair, including, but not limited to maintain, repairing and replacing the roof, gutters and downspouts, if any; and keeping trash, debris, and other objects out of the yards. All furniture must be kept in the rear of the lot and out of sight of the street. The Association shall maintain the landscaping, irrigation, shrubs and trees within the Lot as a Common Expense. If an Owner of a Lot fails, in the Board's sole discretion, to maintain their Lot and/or Dwelling Unit in a clean and orderly condition as required herein, the Board, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to clean the Lot and/or Dwelling Unit and said Owner(s) shall reimburse Association for actual costs incurred therewith. Furthermore, in connection with the replacement of landscaping, the Association will have the discretion to determine the extent and manner in which any landscaping and trees which die, because of causes other than lack of maintenance by the Association, are to be replaced. Any additions to landscaping by Lot Owners must be approved in writing by the Association. The Association may, but is not required to, maintain any landscaping improvements added by individual Lot Owners. Finally, if any individual Lot Owners interfere or refuse to cooperate with the Association's efforts to maintain the lawns, landscaping and irrigation, such Owners will be potentially liable for fines, as well as any loss or damage caused by such interference and all costs and attorneys' fees incurred by the Association because of such lack of cooperation or interference.

Section 13. Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments as defined by the Board, shall be placed over the windows of any Dwelling Unit.

Section 14. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the Design Review Board. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty-four (24) inches in width and eighteen (18) inches in height, to be

attached to a 2 x 4 no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot. A standard real estate broker sign substantially meeting these requirements may be placed on the Lot without Design Review Board approval. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

Section 15. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 16. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board.

Section 17. Flags and Flagpoles. Other than the Declarant an Owner may display only one removable and portable United States flag on the Owner's Dwelling, provided the flag is displayed in a respectful way and may be subject to reasonable standards for size, placement, and safety, as adopted by the Association, consistent with Title 36 U.S.C. chapter 10 and any local ordinances.

Section 18. Minimum Lease Term. No Lot shall be leased for a term of less than one year. Further, no Lot may be leased more than three times in any consecutive 12-month period. This amendment is intended to prevent transient occupancy in the community.

Section 19. Transfers Subject to Approval. Each transfer of ownership or possession of a Lot by sales, leases, gift, devise, inheritance, or other transfer of the Unit shall be subject to

prior written approval of the Association in accordance with the provisions of this Paragraph:

(A) TRANSFERS SUBJECT TO APPROVAL:

(1) (A) SALE: No Lot Owner may dispose of any Lot or any interest in a Lot by sales without approval of the Association, except to another apartment unit owner. Prior to the sale of any Lot the Lot Owner shall submit to the Association an application for such approval, which shall contain the name and address of the intended purchaser and of all other intended permanent occupants of the Lot and such other information as may be required by application forms promulgated by the Board of Directors. The application shall be fully completed and signed by the Lot Owner and by the intended purchaser. The application shall be accompanied by an executed copy of the contract for sale and payment of the application fee.

(A) Approval of Sale. Within ten (10) business days after receipt of the completed and signed application, along with an executed copy of the contract for sale, any other required information and the application fee, the Board of Directors shall either approve or disapprove the proposed sale. If approved, the approval shall be stated in a certificate executed by the President, Vice-President or managing agent of the Association in recordable form, which shall be delivered to the seller and recorded in the Public Records of Hillsborough County, Florida.

(B) Disapproval of Sale. Within ten (10) business days after receipt of the completed and signed application, along with an executed copy of the contract for sale, any other required information and the application fee, the Board of Directors shall deliver or mail to the Lot Owner either: (A) a notice indicating that the disapproval is for good cause, in which case the cause for disapproval shall also be specified and the sale shall not be closed, or (B) an agreement to purchase by a purchaser approved by the Board of Directors who will purchase the Lot and to whom the Lot Owner shall sell the Unit on the following terms:

(1) At the option of the approved purchaser, as specified in the agreement, the price to be paid shall be that stated in the disapproved contract for sale or shall be the fair market value determined by two (2) appraisers appointed by the Lot Owner and the approved purchaser, respectively, who shall base their determination upon the average of their appraisals

of the Lot. A judgment of specific performance of the sale upon the determination made by the appraisers may be entered in any court of competent jurisdiction. The expense of the appraisers shall be paid by the approved purchaser.

(2) If the approved purchaser shall elect to purchase at the price stated in the disapproved contract, the purchase price shall be paid in the manner and subject to the conditions of such contract. If the approved purchaser shall elect to purchase at the fair market value determined by two (2) appraisers, the purchase price shall be paid in cash.

(3) The sale shall be closed within forty-five (45) days after the delivery or mailing of said agreement to purchase, or within forty-five (45) days after the determination of the sale price, if such is made by two (2) appraisers, whichever is later.

(4) If, after being obligated to do so, the Association shall fail to provide a purchaser for the Unit in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed sale shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(C) LEASE: No Lot Owner may rent or lease his or her Lot unless prior approval is requested from the Association by Rental or Lease Application. Prior to the lease of any Lot, the Owner shall submit to the Association an application for such approval, which shall contain the name and address of the intended lessee and of all other intended permanent occupants of the Lot and such other information as may be required by application forms promulgated by the Board of Directors. The application shall be fully completed and signed by the Lot Owner and by the intended lessee. The application shall be accompanied by an executed copy of the lease agreement and payment of the application fee. The Board shall have the power to make and enforce reasonable rules and regulations regarding leasing of Lot and to levy fines in accordance with the Declaration and Act in order to enforce the provisions of this paragraph and of the rules and/or regulations issued pursuant to this paragraph. In order to preserve the character of Gornto Lake Apartments as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Lots



shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Lots shall be prohibited.

"Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner in exchange for the payment of rent or other consideration; provided, however, Leasing shall not include the occupancy of the Dwelling Unit by a member of the immediate family of a Lot Owner. However, prior to the commencement of occupancy by such an immediate family member, the Lot Owner shall submit to the Association a notice of family occupancy, which shall contain the name, address and relationship of the family member and of all other intended permanent occupants of the Dwelling Unit and such other information as may be required by notice form promulgated by the Board of Directors. The application shall be fully completed and signed by the Lot Owner and by the family member. "Immediate Family," for the purposes of this Declaration, is defined as the spouse, children, grandchildren, parents, grandparents, and siblings of the Lot Owner, including step-family members, and their immediate family members.

(1) Lease Provisions. Leasing which is authorized pursuant to permit hereunder shall be governed by the following provisions:

(i) Approval of Lease. Within ten (10) business days after receipt of the completed and signed application, along with an executed copy of the lease agreement for the Dwelling Unit, any other required information and the application fee, the Board of Directors must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or managing agent of the Association in non-recordable form, which shall be delivered to the lessor.

(ii) Disapproval of Lease. If the Association shall disapprove the lease of the Dwelling Unit, the disapproval shall be for good cause and the Lot Owner shall be advised of the disapproval in writing within ten (10) business days after receipt of the completed and signed application, along with an executed copy of the lease agreement for the Dwelling Unit, any other required information and the application fee, and the lease shall not be made.

(iii) General. Dwelling Units may be leased only in their entirety; no fraction or portion may be leased. All

leases shall be in writing. The Board may maintain and, upon request, provide a form of lease which is deemed acceptable. There shall be no subleasing of Units or assignment of leases. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Notwithstanding the above, this subparagraph shall not apply to the leasing of Dwelling Units owned by the Association.

(iv) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws and Rules and Regulations. Each Lot Owner covenants and agrees that any lease of a Dwelling Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Dwelling Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws and Rules and Regulations. The lessee shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Lot Owner shall cause all Occupants of his or her Dwelling Units to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, notice of the violation shall be given to the Owner and the lessee, and a fine may be charged against the Lot in accordance with the Act and this Declaration. Any such fine imposed against a Dwelling Unit may become a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto, by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Lot Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Lot Owner hereby delegates and assigns to the Association, after the Board gives notice to the Lot Owner at the last address provided by the Lot Owner to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted

pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Lot Owner, in accordance with the terms hereof. Prior to eviction of a tenant, the Association shall give the Lot Owner five (5) days' notice to allow the Lot Owner to secure compliance from the lessee. If the lessee does not cure the violation within such time period, the Board may commence eviction proceedings. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be billed to the Lot Owner and shall bear interest at the highest rate permitted by law from the date expended until paid in full.

(B) Use of Common Elements. The Lot Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Lot Owner has to use the Common Areas, including but not limited to, the use of any and all recreational facilities and other amenities.

(v) Continuing Liability. The liability of the Lot Owner under this Declaration shall continue, notwithstanding the fact that the Lot Owner may have leased said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws, and the Management Agreement, if any, as well as the provisions of the Act.

(3)(B) GIFTS; DEVISE AND INHERITANCE OR OTHER TRANSFERS: If any Lot Owner shall acquire title by gift, devise or inheritance, or in any other manner, his ownership of his Lot shall nevertheless be subject to the approval of the Association. However, if such person acquiring title by gift, devise or inheritance is the spouse, child, children, or parent of the donor or deceased owner, or another owner in the community, then the continuance of his ownership shall not be subject to Association approval. Prior to the transfer of any Lot by gift, devise or inheritance, or other transfer, the Lot Owner or the intended transferee (for transfers by devise or inheritance) shall submit to the Association an application for such approval, which shall contain the name and address of the intended transferee and of all other intended permanent occupants of the Dwelling Unit and such other information as may be required by application forms promulgated by the Board. The application shall be fully completed and signed by the Lot Owner and the intended donee for a gift transfer or by the acquiring Lot Owner for a devise or inheritance or other transfer.

The application shall be accompanied by a certified copy of the instrument evidencing the Lot Owner's title for devise or inheritance or other transfer, and payment of the application fee for all transfers, including a gift transfer.

(1) Approval. If the proposed transfer is a gift or if a Lot Owner has acquired his title by devise or inheritance or by other transfer, then within ten (10) business days after receipt of the completed and signed application, along with a certified copy of the instrument evidencing the Lot Owner's title for devise or inheritance or other transfer, and the application fee, the Board of Directors must either approve or disapprove the gift transfer or the continuance of the Lot Owner's ownership of his Lot for devise or inheritance or other transfer. If approved, the approval shall be stated in a certificate executed by the President, Vice-President, or managing agent of the Association in recordable form, which shall be delivered to the Lot Owner and recorded in the Public Records of Hillsborough County.

(2) Disapproval. If the proposed transfer is a gift or if a Lot Owner has acquired his title by devise or inheritance or by other transfer, then within ten (10) business days after the receipt of the completed and signed application, along with a certified copy of the instrument evidencing the Lot Owner's title for the devise or inheritance or other transfer, and the application fee, the Board of Directors shall deliver or mail to the Lot Owner either (A) a notice indicating that the disapproval is for good cause, in which case the cause for disapproval shall also be specified and the Lot shall be sold by the Lot Owner to an approved purchaser procured by the Lot Owner, or (B) an agreement to purchase by a purchaser who will purchase and to whom the Lot Owner shall sell the Lot upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the Lot Owner and the approved purchaser within forty-five (45) days from delivery or mailing of the agreement to purchase, or in the absence of agreement as to price, it shall be determined by two (2) appraisers appointed by the Lot Owner and the approved purchaser, respectively, who shall base their determination upon the average of their appraisals of the Lot. A judgment of specific performance of the sale upon the determination made by the appraisers may be entered in any court of competent jurisdiction. The expense of the appraisers shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within forty-five (45) days after the determination of the sale price.

(iv) If, after being obligated to do so, the Association shall fail to provide a purchaser for the Lot in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere required.

(D) APPROVAL BY THE ASSOCIATION: The approval of the Association that is required for the transfer of ownership of Lots shall be obtained in the following manner:

1. Notice to the Association:

(a) Sale - A Lot Owner intending to make a bona fide sale of his Lot, or any interest therein, shall give the Association notice of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require, together with the transfer fee in an amount to be determined from time to time by the Board of Directors.

(b) Transfers by Gift, devise, lease or in other manner - Any Lot Owner, obtaining title by gift, devise, lease or inheritance, or by any other manner, shall give the Association notice of his acquisition of title, together with such information concerning the Lot Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Lot Owner's title, together with the approval fee in an amount to be determined from time to time by the Board of Directors.

(c) Failure to Give Notice - If the above required notice is not given to the Association, then at any time after receiving knowledge of the transaction or event transferring ownership of a Lot, the Association at its election and without notice may approve or disapprove the transaction of ownership. If the Association disapproves the transaction of ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Approval:

(a) If the transaction involves a sale situation, then the Association must, within fifteen (15) days after receipt of notice either approve or disapprove the contemplated transaction. If approved, such approval shall be evidenced by a certificate executed by the President and Secretary of the Association which shall be recorded in the Public Records at the expense of the Purchaser. If Lot Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then the Association must grant approval or disapproval within fifteen (15) days, approval to be stated in a certificate recordable in form and which shall be recorded in the Public Records of Hillsborough County, Florida, at the expense of the then owner.

(b) If the transaction involves a lease or rental agreement, the Lot Owner shall submit to the Association for approval, before the renter or lessee takes possession of the Lot, a duly completed application form for the purpose.

(C)3. Disapproval

1.(a) Sale - In the event a proposed sale is disapproved, the selling owner shall be notified by certified mail, still desires to consummate such a sale, he shall give written notice to the Association of such intention at least fifteen (15) days prior to the closing date of such sale. After notification of the Association, any member of the Association shall have the option to purchase the Lot at the price stated in the disapproved contract, which option shall be exercised by giving written notice to the Association and to the selling owner. Upon giving notice to the Association, the purchasing Lot Owner shall deposit ten (10%) percent of the purchase price with the Association as a good faith deposit. In the event, the option is not exercised, then the Association must approve the proposed transaction.

In the event the option is exercised, and a purchase is to be made by a Lot Owner, or by the other entities referred to herein, the sale shall be made in accordance with the terms of the original contract submitted by the selling Lot Owner, except that the purchasing apartment unit owner shall have an additional fifteen (15) days from and after the original closing date on the contract of sale. All closing costs shall be borne by the respective parties in the customary manner.

3.(b) Gifts, devises and inheritance, and other transfers - In the event a transfer comes within this section and the transfer is disapproved then the Association, or any member of the

Association, shall have the right and option to purchase such Lot or interest therein for cash at the fair market value to be determined by arbitration as herein provided, which option shall be exercisable in the same manner as provided herein for sales; provided, however, that no deposit shall be required until the fair market value has been determined. Upon notification that the option is being exercised by the person, corporations, or entities herein mentioned, the Association and the Lot Owner desiring to make a gift, or the recipient of the Lot interest by gift, devise or otherwise, shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days thereafter appoint another qualified real estate appraiser to act as a third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the Lot ownership or interest therein which is the subject of the option, and shall thereupon give written notice of such determination to the Lot Owner and the Association. The optionee, whether the Association, a member thereof, shall thereafter have fifteen (15) days within which time to deposit ten (10%) percent of the fair market value with the Association and in the event he fails to do so, said option shall expire and the Association will at the time give the requisite certificate of approval of the Lot Owner.

(D) TRANSFER FEE: The Association shall charge a transfer fee in connection with the transfer of ownership or possession of a Lot or any interest therein, in an amount to be determined from time to time by the Board of Directors. The Board of Directors shall have the right to require a prospective lessee to place a security deposit of one (1) month's rent into an escrow account maintained by the Association. The security deposit shall protect against damages to the common areas or association property. Payment of interest, claims against the security deposit, refunds and disputes shall be governed in accordance with Chapter 83, Florida Statutes.

(E) PERSONAL INTERVIEW: By signing the application, the intended purchaser, lessee, or transferee agrees to attend a personal interview with the Board or its duly authorized officer, agent, or committee, in the event a personal interview is requested.

(F) FAILURE TO PROVIDE NOTICE: Failure of a Lot Owner to provide to the Association a fully completed and signed application and any other required information, the application fee, and the

contract, lease or other transfer instrument, shall be deemed a breach hereof, and any sale, lease, gift, devise, inheritance, or other transfer of the Lot in contravention of this Paragraph shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee.

(G) CERTIFICATE OF UNPAID ASSESSMENTS: Any person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a certificate of unpaid assessments from the Association setting forth the amount of assessments and other monies owed to the Association. Any deed or conveyance to a new Lot Owner shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, and all other agreements, documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

(F) ASSOCIATION OPT-OUT: Due to the fact that the Association is not equipped to handle ownership of Lots and that Lots owned by the association may not generate revenue, the Association shall not be bound by the limitations in the Association's Declaration or the Act as they pertain to the sale and leasing of Lots. However, prior to the lease of any Lot, the Association shall submit an application for approval, which shall contain the name and address of the intended lessee and of all other intended permanent occupants of the Lot and such other information as may be required by application forms promulgated by the Board of Directors. The application shall be fully completed and signed by an officer of the Association and by the intended lessee. The application shall be accompanied by an executed copy of the lease agreement but shall not require the payment of the application fee. Should the Association sell a Lot it has acquired that is being leased, the current lessee shall be entitled to continue to lease the unit until such time as the lease agreement has been terminated or not renewed. Once the lease agreement has been terminated, then the owner of the Lot shall be bound to comply with all of the restrictions contained within the Association's Declaration and the Act regarding the leasing of Lots.

#### ARTICLE XI - ARCHITECTURAL CONTROL

Section 1. Members of Committee. The Design Review Board shall consist of three (3) members. The initial members of the Design Review Board shall consist of persons designated by the



Declarant from time to time. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the Design Review Board shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

Section 2. Purpose and Function of Design Review Board.  
The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within GORNTO LAKE APARTMENTS a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within GORNTO LAKE APARTMENTS. Neither the Declarant nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for GORNTO LAKE APARTMENTS or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other Improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other Improvements of any kind; including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and upon any Properties or Common area except in

compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other Improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other Improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Gornto Lake Apartments community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any Improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for Gornto Lake Apartments.

Section 5. Design Standards and Design Review Manual for Gornto Lake Apartments. The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the Design Review Board. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning,

architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Design Review Board shall, in its discretion, determine. Such Design Review Manual, if created by the Board, shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6. Procedure for Design Review. The Design Review Board may develop, adopt, promulgate, publish and make available to all Owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the Design Review Manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to this Article, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review Board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any Design Review Manual adopted by the Design Review Board pursuant to this Declaration. The initial Design Review Fee shall be Fifty Dollars (\$50.00). However, such Design Review Fee may be increased or decreased by the Design Review Board from time to time.

Section 7. Time Limitation on Review. The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board. The failure of the Design Review Board to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute an approval of

such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration and also subject to the provisions of the Design Review Manual.

Section 8. Duration of Approval. Any approval of plans, specifications and other materials, whether by the Design Review Board or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and, no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

Section 9. Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of the Declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any Properties or Common Area and any building, structure or other Improvement located thereon, in order to inspect any building, structure or other Improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to ascertain and determine whether or not any such building installed thereon in order to ascertain and determine whether or not any such building structure or other Improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

Section 10. Evidence of Compliance. Upon a request therefor from, and at the expense of, any Owner upon whose Lot the construction, erection, placement or installation of any building, structure, Dwelling, Dwelling Unit or other Improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such Lot and the Improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other Improvements located on such Lot are in compliance with plans, specifications and other materials approved by the Design Review

Board, the Design Review Board shall direct the Association through its President, Secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting Owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such Owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected Improvements with the provisions of this Article as of the date of such inspection.

Section 11. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any Dwelling, Dwelling Unit or other Improvement constructed on Properties or Common Area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other Improvement.

Section 12. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 13. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the Design Review Board, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such

damages or other relief on account of any such decision, approval or disapproval.

Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the Design Review Board, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other Improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

#### ARTICLE XII - GENERAL PLAN OF DEVELOPMENT

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the

Association, or the Owner of any land subject to this Declaration enforceable by the Association, or the Owner of any land subject to this Declaration their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such forty (40) year or ten (10) year period has been recorded in the Public Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 3. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 5.      Amendment.      Amendment. Amendments to the Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all owners at least fifteen (15) days prior to the meeting where these are to be voted on, along with a notice of the membership meeting, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least two thirds (2/3) of those owners voting in person or by proxy at a membership meeting, provided that a majority of the entire membership must participate in the voting in order for the vote to be valid. As to any amendments which are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments.

Section 6.      Exception.      Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 7.      Notice.      Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 8.      Assignments.      Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or



corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 9. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 10. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 11. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the

Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional/and which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants

established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by eighty percent (80%) of the vote of members of the Association present in person or by proxy at a meeting of members called for such purpose.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b (1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme-of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached Exhibit "A."

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as The Ryland Group, Inc., its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article

without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

Section 12. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

The foregoing was adopted as the Amended and Restated Declaration of Covenants, Conditions and Restrictions of GORNTO LAKES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the meeting of the members on July 6, 2018.

APPROVED:

Gornto Lakes Homeowners'  
Association, Inc.

  
\_\_\_\_\_  
Shawn G. Brown, Attorney In Fact

ARTICLES OF INCORPORATION OF  
GORNTO LAKE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME

The name of this corporation is GORNTO LAKES HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at P.O. Box 2581, Brandon, FL 33509, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be Frazier & Brown, 202 South Rome Avenue, Suite 125, Tampa, Florida 33606.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property, herein called the "Properties", described in that certain Declaration of Covenants, Conditions and Restrictions for Gornito Lake Apartments, now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein called the "Declaration" relating to the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association is empowered to:

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as

set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon 25% vote of the of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as maybe agreed to by the members;

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of the members;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the

Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration;

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise; and

(12) Notwithstanding anything set forth in these Articles, the Bylaws or the Declaration to the contrary, and provided the Association and the Declaration have been approved by HUD/VA, then in the event of annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles, such shall require the approval of the membership.

(13) In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(14) The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") as herein after defined, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and/or related appurtenances which may be located within the Properties.

#### ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

A. This Association shall be a membership corporation, without certificates of shares of stock.

B. Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

C. The share of an owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred

in any manner, except as an appurtenance of such owner's or member's Lot.

D. Every person or entity who is a record owner of any Lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which shall consist of three (3). Directors shall be members of the Association. The names and addresses of the persons who are the current members of the Board of Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Farideh Ansary	P.O. Box 2581 Brandon, FL 33509
Giuseppe Violo	P.O. Box 2581 Brandon, FL 33509
Maggi Giuseppina	P.O. Box 2581 Brandon, FL 33509

Directors elected at the annual membership meeting shall serve for a period of one year, unless a longer term is provided in the Bylaws, and until their successors have been duly elected and qualified. Any member of the Board of Directors may be removed, with or without cause.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws and shall be elected at the time and in the manner prescribed in the Bylaws. Officers shall be members of the Association.

ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

Farideh Ansary	P.O. Box 2581 Brandon, FL 33509
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ARTICLE IX - DISSOLUTION

This Association shall exist in perpetuity. Provided, this Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than 80% of the total votes of the members. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets, including the surface water management system, of this Association shall be dedicated to an appropriate public body or agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the voting members of the Association.

(3) Except as elsewhere provided, an amendment shall be adopted if approved by not less than a majority of those voting in favor of the amendment at a meeting where a quorum is obtained.

B. No amendment shall make any change in the qualifications for membership nor the voting rights or property rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon Lots.

C. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Farideh Ansary, Subscriber

ARTICLE XII - INDEMNIFICATION

Every director and every officer or committee member of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association in the performance of official Association duties, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - INTERPRETATION

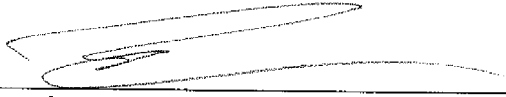
Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the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

ARTICLE XIV - REGISTERED OFFICE & AGENT

The registered office of the Association shall be at: 202 South Rome Avenue, Suite 125, Tampa, Florida 33606. The registered agent at said address shall be: Frazier & Brown.

Having been named as registered agent to accept service for the above-stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Frazier & Brown  
Registered Agent

By:   
Shawn Brown, Attorney In Fact

AMENDED AND RESTATED BYLAWS  
OF GORNTO LAKES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is GORNTO LAKES VILLAS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

Section 2. Location. The principal office of the Association shall be as may be designated from time to time by the Board of Directors.

ARTICLE II - DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of GORNTO LAKE VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.

2. "Association" shall mean and refer to GORNTO LAKE VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

3. "Board" shall mean the Board of Directors of the Association.

4. "Bylaws" shall mean the Bylaws of the Association.

5. "Declarant" shall mean and refer to Invest P.I., LLC, a Florida limited liability company, and its successors and assigns.

6. "Declaration" shall mean and refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GORNTO LAKE VILLAS recorded at Official Records Book 23660, Page 545, in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, as amended from time to time, the terms of which are incorporated herein by reference.

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

8. "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties including contract sellers

but excluding those having such interest merely as security for the performance of an obligation.

10. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration.

11. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

### ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held once during each fiscal year, at such time and place as may be directed by the Board of Directors from time to time.

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

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing, delivering or electronically transmitting a copy of such notice, postage prepaid at least fifteen (15) days before such meeting to each Member entitled to vote there at, addressed to the Members' address or electronic address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Electronic notices of meetings, including those sent by facsimile and electronic mail can be utilized, provided that the Voting Member must consent in writing to receive notices by electronic transmissions, in accordance with procedures set forth in Chapter 720, Florida Statutes.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot. Members may not vote in elections by the use of proxies and all elections shall be conducted in accordance with the requirements set forth in Article V.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

#### ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. Beginning with the annual meeting in 2018, the affairs of this Association shall be managed by a Board of Directors consisting of three (3) Board Members. At the annual meeting in 2018; the two (2) persons receiving the highest number of votes shall be elected for two-year terms of office, and the other one (1) Directors shall serve one-year terms of office. In the event that no election is held, then the Directors shall decide among themselves as to whether they will serve a one-year term or a two-year term, and if they cannot agree they shall draw lots for this purpose. Each year thereafter, either one (1) or two (2) Directors will be elected for terms of two years each as the terms of their predecessors expire.

Section 2. Term of Office. The terms of office shall be staggered as set forth in Section 1 above.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the membership in the manner provided by the Florida Statutes. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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

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

**ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

Section 1. The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies may not be used in electing the Board of Directors in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

1. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each owner entitled to a vote, a first notice of the date of the election. An owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the Association at least 40 days before the scheduled election. Together with the written notice and agenda of the meeting, the Association shall mail, deliver, or electronically transmit a second notice of the election to all owners entitled to vote, together with a ballot that lists all candidates who have timely submitted their intent to be a candidate. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate to the Association at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by any candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. An owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. Notwithstanding the requirements in this paragraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

**ARTICLE VI - MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board, should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than forty-eight (48) hours notice to each Director by telephone, facsimile, electronic mail or in person.

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

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

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

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors without good cause and appoint a replacement director for the office declared vacant; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one fourth (1/4) the Class A members who are entitled to vote;



(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration; to:

(1) fix the amount of the annual assessment against each Lot in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto in advance of each annual assessment period; and

(3) establish appropriate collection procedures, including the option of foreclosing the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and obtain directors and officers insurance or other similar type of insurance coverage;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) designate those Board members who are authorized to sign any checks or other documents relating to financial affairs of the Association.

#### ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers shall be Members of the Association, The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Members.

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation shall be deemed received, if the resignation is sent electronically, upon the date and time it is shown as being received by any electronic stamp or when it is received in any email inbox.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article or as approved by a majority vote of the Board of Directors.

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

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence,

inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, If the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by law or requested by the owners in accordance with the financial reporting requirements of Chapter 720, Florida Statutes and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE IX - COMMITTEES

The Board of Directors shall have the options appoint such committees which are required by the Declaration, and such other committees as deemed appropriate in carrying out purposes of the Association.

#### ARTICLE X- BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, in accordance with procedures set forth in the Florida Statutes and such rules and regulations as are adopted by the Association, The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. In addition to the foregoing, the inspection of records shall be subject to the following provisions:

1. Any member who desires to inspect and/or obtain copies of official records shall submit a written request from the member

or the member's representative to the Association Manager. The request shall specifically identify the particular record or records, including the pertinent dates or time periods of the records, and whether the records are to be inspected or copied. If the request does not comply with these requirements, then the Association Manager or Assigned Employee shall notify the member or member's representative by telephone, in person, or in writing of the manner of noncompliance on or before the fifth (5<sup>th</sup>) working day after the actual receipt by the Association of the written request for inspection and/or copying. Only the specific records identified in the written request shall be made available for inspection and/or copying in connection with that request.

2. The member(s) owning each unit shall be limited to one (1) request for inspection and/or copying of the official records in any thirty (30) day period.

3. All inspections of records shall be conducted at the office of either the Association or the Management Company (the "Inspection Office"), as specified by the Association Manager or Assigned Employee. An inspection of the records (the "Inspection Session") shall be scheduled with the Association Manager or Assigned Employee by appointment only, during the business hours and on the business days of the Inspection Office.

4. Upon receipt of a written request for inspection of records from a member or member's representative, the Association Manager or Assigned Employee shall notify the member or member's representative by telephone, in person, or in writing that the requested records will be made available for inspection at a scheduled time, date and place, on or before the fifth (5<sup>th</sup>) working day after the actual receipt by the Association of the written request for inspection and/or copying. The requested records shall be made available to the member or member's representative at the scheduled time, date and place or at some other agreed time and date.

5. An employee of the Inspection Office (the "Assigned Employee") shall be assigned by the Association Manager to assist the member or member's representative in the inspection of the requested records. The member or member's representative shall direct all questions or requests only to the Assigned Employee. At the end of the Inspection Session, the member or member's representative may designate some or all of the records for copying by the Assigned Employee, by placing a paper clip or "post-it" note on the designated records.

6. No member or member's representative shall remove any original record from the Inspection Office. No member or member's representative shall alter, deface or mark any record, but may designate records for copying as permitted by this Rule.

7. Each Inspection Session shall not exceed three (3) hours. Any requested record(s) not inspected during that Inspection Session may be inspected at another Inspection Session by appointment scheduled with the Association Manager or Assigned Employee.

8. Upon receipt of a written request for copying of records from a member or member's representative, the Association Manager or Assigned Employee shall promptly notify the member or member's representative by telephone, in person, or in writing of the number of pages of the records and the cost of copying as well as the cost of postage if mailing is requested. Copies of the requested records shall be made available for pick up at the Inspection Office or shall be available for mailing to the member or member's representative on or before the fifth (5<sup>th</sup>) working day after actual receipt by the Association of the written request for copying of records.

9. For records requested to be inspected and copied, payment for copies shall be made by the member or member's representative at the end of the Inspection Session, after the records have been copied by the Assigned Employee. For records requested to be copied only and picked up at the Inspection Office, payment for copies shall be made by the member or the member's representative at the time of pick up. For records requested to be copied and mailed, payment for copies plus postage shall be made in advance of mailing, after the appointed employee has notified the member or member's representative of the cost of copying and postage.

10. If the records requested do not exceed twenty-five (25) letter or legal sized pages, the member or member's representative shall pay twenty-five cents (\$0.25) per page unless a higher amount is permitted by law and adopted by the Board in a resolution. If the records requested exceed twenty-five (25) letter or legal sized pages, the member or member's representative shall pay the greater of the actual cost of copying, including the labor costs related to the production of the records by Association or management company personnel, or twenty-five cents (\$0.25) per page or other amount established by the Board. Payment shall be made by the member or member's representative in cash or by

personal check, at the time the copies are picked up or in advance of mailing if mailing of copies of records is requested. In addition, if mailing is requested, the member or member's representative shall pay the actual cost of postage for mailing, which shall be paid in cash or by personal check, in advance of mailing.

#### ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessments shall bear interest from the date of delinquency at the maximum rate permitted by law, shall be subject to an administrative late fee in the maximum amount permitted by law, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

#### ARTICLE XII- CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

#### ARTICLE XII - AMENDMENT

Section 1. These Bylaws may be amended, from time to time at a regular or special meeting of the Directors, by a majority vote of the Directors present at a meeting where a quorum of the Board is present.

Section 2. The Board shall provide written notice to the members of any meeting where the Board shall consider an amendment to the Bylaws at least fourteen (14) days in advance of the meeting in accordance with the requirements of notices of meeting set forth in Article III, Section 3 of these Bylaws. The notice shall include a copy of the proposed amendment to be considered by the Board at the meeting. This requirement is in addition to the

requirement of the Board to provide notice of a Board meeting set forth in Article VI, Section 1 of these Bylaws.

**ARTICLE XIV - CONFLICTS**

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing was adopted as the Bylaws of GORNTO LAKES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the meeting of the Board of Directors on July 6, 2018.

APPROVED:

Gornto Lakes Homeowners'  
Association, Inc.



Shawn G. Brown, Attorney In Fact