

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MILLER'S LANDING ON LAKE POWELL**

**TABLE OF CONTENTS**

**RECITALS** ..... 1

**ARTICLE I. DEFINITIONS** ..... 1

    Section 1.1 DRB ..... 1

    Section 1.2 Articles ..... 2

    Section 1.3 Assessments ..... 2

    Section 1.4 Association ..... 2

    Section 1.5 Board ..... 2

    Section 1.6 Bylaws ..... 2

    Section 1.7 Common Areas ..... 2

    Section 1.8 Common Roads ..... 2

    Section 1.9 Declarant ..... 2

    Section 1.10 District ..... 2

    Section 1.11 Easement Areas ..... 2

    Section 1.12 Member ..... 3

    Section 1.13 Owner ..... 3

    Section 1.14 Person ..... 3

    Section 1.15 Property ..... 3

    Section 1.16 Site Plan ..... 3

    Section 1.17 Stormwater Management System ..... 3

    Section 1.18 Unit ..... 3

**ARTICLE II. PROPERTY SUBJECT TO DECLARATION** ..... 3

    Section 2.1 Existing Property ..... 3

    Section 2.2 Annexation of Additional Property ..... 3

**ARTICLE III. RIGHTS AND OBLIGATIONS** ..... 4

    Section 3.1 Association Authority ..... 4

    Section 3.2 Assignment of Maintenance Duties ..... 4

    Section 3.3 Powers and Duties of the Association ..... 5

    Section 3.4 Stormwater Management System ..... 5

**ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS** ..... 5

    Section 4.1 Membership ..... 5

    Section 4.2 Voting ..... 5

    Section 4.3 Co-Ownership ..... 6

    Section 4.4 Class B Termination ..... 6

**ARTICLE V. OWNERS RIGHTS** ..... 6

    Section 5.1 Individual Lots ..... 6

    Section 5.2 Common Area ..... 7

    Section 5.3 Damage or Destruction of Common Areas by Owner ..... 7

**ARTICLE VI. USE RESTRICTIONS** ..... 8

    Section 6.1 Allowable Uses ..... 8

    Section 6.2 Resubdivision ..... 8

    Section 6.3 Renting ..... 8

    Section 6.4 Offensive Activities ..... 8

    Section 6.5 Fires ..... 8

    Section 6.6 Vehicles, Trailers and Boat Storage ..... 8

    Section 6.7 Animals ..... 9

    Section 6.8 Activities Affecting Insurance Coverage or Rates ..... 9

    Section 6.9 Signs and Displays ..... 9

    Section 6.10 Utility Services and Communications Equipment ..... 9

Section 6.11	Clothes Drying .....	9
Section 6.12	Common Area Use .....	9
Section 6.13	Water and Sewer Service .....	9
Section 6.14	Interval Ownership.....	10
Section 6.15	Initial Rules and Regulations .....	10
<b>ARTICLE VII.</b>	<b>DESIGN REVIEW .....</b>	<b>10</b>
Section 7.1	General .....	10
Section 7.2	Architectural Review .....	10
Section 7.3	Guidelines and Procedures .....	11
Section 7.4	No Waiver of Future Approvals .....	12
Section 7.5	Variance.....	12
Section 7.6	Limitations on Liability.....	12
Section 7.7	Enforcement .....	12
Section 7.8	View Impairment .....	12
<b>ARTICLE VIII.</b>	<b>ASSESSMENTS .....</b>	<b>13</b>
Section 8.1	Creation of the Lien and Personal Obligations of Assessments .....	13
Section 8.2	Purposes of Assessments .....	13
Section 8.3	The Budget and Annual Assessment .....	13
Section 8.4	Basis for Assessments .....	14
Section 8.5	Provision for Reserves.....	14
Section 8.6	Special Assessments.....	14
Section 8.7	Notice and Quorum for any Action Authorized Under Sections 8.3, 8.5 and 8.6 .....	14
Section 8.8	Date of Commencement of Annual Assessments - Due Dates .....	15
Section 8.9	Effect of Nonpayment of Assessments - Remedies of the Association .....	15
Section 8.10	Subordination of the Lien to Mortgage .....	15
Section 8.11	Special Assessment Upon Sale of Unit.....	15
<b>ARTICLE IX.</b>	<b>INSURANCE AND CASUALTY LOSSES .....</b>	<b>15</b>
Section 9.1	Association Authorized to Insure .....	15
Section 9.2	Premiums.....	16
Section 9.3	Repair and Reconstruction after Fire or Other Casualty .....	16
<b>ARTICLE X.</b>	<b>EASEMENTS .....</b>	<b>16</b>
Section 10.1	Easements in Favor of the Declarant and Association.....	17
Section 10.2	Common Area .....	178
Section 10.3	Common Roads .....	178
Section 10.4	General .....	178
<b>ARTICLE XI.</b>	<b>GENERAL PROVISIONS.....</b>	<b>18</b>
Section 11.1	Enforcement .....	18
Section 11.2	Duration .....	19
Section 11.3	Notices.....	19
Section 11.4	Action Absent Meeting.....	19
Section 11.5	Consent of Mortgagees .....	19
Section 11.6	Indemnification.....	20
Section 11.7	Continuing Violation.....	20
Section 11.8	Severability .....	20
Section 11.9	Gender .....	20
Section 11.10	Condemnation.....	20
Section 11.11	Dedication of Common Areas .....	21
Section 11.12	Security .....	21
Section 11.13	Notice of Sale or Transfer of Title .....	21
Section 11.14	Availability of Records and Other Documents .....	21
Section 11.15	Amendment.....	21

**ARTICLE XII. PARTY WALLS .....22**  
Section 12.1 Party Walls .....22  
Section 12.2 Repair and Maintenance .....22  
Section 12.3 Weatherproofing .....22  
Section 12.4 Right to Contribution Runs with Land .....22

**EXHIBIT “A” LEGAL DESCRIPTION .....24**

**EXHIBIT “B” MILLER’S LANDING ON LAKE POWELL SITE PLAN .....25**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE MILLER'S LANDING ON LAKE POWELL**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 by Meridian-Premier Lake Powell Development, LLC, a Florida limited liability company, hereinafter referred to as the "Declarant" or the "Developer."

**RECITALS**

WHEREAS, Declarant is the owner of fee simple title to that certain real property located in Bay County, Florida (the "Property") which is more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant intends to develop the Property as a phased residential multifamily unit development to be known collectively as Miller's Landing on Lake Powell ("Miller's Landing") which shall be occupied and maintained as a multifamily residential development for the mutual and common advantage of all occupants and owners thereof who shall occupy and own the Property subject to the provisions of this Declaration and all other rules and regulations applicable to the Property, and to be governed by a mandatory owner's association; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the Property and for the maintenance of the Property and the improvements thereon, and in order to accomplish such objectives, Declarant desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a portion thereof; and

WHEREAS, Declarant deems it desirable to create a non-profit corporation, Miller's Landing on Lake Powell Owners Association, Inc., to be charged with the rights and responsibilities of enforcing the covenants, conditions and restrictions hereinafter set forth, of maintaining and administering the Common Areas, Stormwater Management System, as hereinafter defined, water and sewer utilities and of collecting and disbursing the assessments and charges created by this Declaration.

NOW THEREFORE, Declarant declares that, except as expressly provided otherwise below, the Property shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I. DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

**Section 1.1 DRB**

"DRB" or "Design Review Board" shall mean and refer to Miller's Landing on Lake Powell Design Review Board.

**Section 1.2 Articles**

"Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

**Section 1.3 Assessments**

"Assessments" shall mean any sum of money payable to the Association which if unpaid can result in a lien against an Owner's Unit, including, without limitation, the classes of Annual, Specific and Special Assessments provided for in Article VIII of this Declaration.

**Section 1.4 Association**

"Association" shall mean and refer to Miller's Landing on Lake Powell Owners Association, Inc., a Florida non-profit corporation, its successors and assigns.

**Section 1.5 Board**

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

**Section 1.6 Bylaws**

"Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

**Section 1.7 Common Areas**

"Common Areas" shall mean the areas of the Property, or areas related to the Property, which are owned or leased by the Association or upon which the Association has easement, maintenance or use rights and responsibilities, for the common use, benefit, and enjoyment of the Owners. Nothing in this Declaration is intended as a dedication of any portion of the Common Areas to general public use. All real estate outside of a Unit shall be Common Area as shown on the Site Plan.

**Section 1.8 Common Roads**

"Common Roads" shall mean the roadway right-of-ways (including right-of-ways for all road types such streets, lanes, boulevards, avenues, lanes and alleys) as shown on the Site Plan.

**Section 1.9 Declarant**

"Declarant" shall mean and refer to Meridian-Premier Lake Powell Development, LLC, a Florida limited liability company, its successors and assigns.

**Section 1.10 District**

"District" shall mean and refer to the Northwest Florida Water Management District.

**Section 1.11 Easement Areas**

"Easement Areas" shall mean those areas designated as easement areas on the Site Plan together with any additional easement areas in which easement rights may be granted to the Association for the benefit of Owners from time to time.

### **Section 1.12 Member**

"Member" shall mean and refer to the Class A and Class B Members as defined in Article IV below, who are also Owners entitled to membership in the Association. Every person or entity who is an Owner of a Unit within the Property shall be a member of the Association.

### **Section 1.13 Owner**

"Owner" shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Unit, which is part of the Properties

### **Section 1.14 Person**

"Person" shall mean any natural person or artificial entity having legal capacity.

### **Section 1.15 Property**

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

### **Section 1.16 Site Plan**

"Site Plan" shall mean the site plan of Miller's Landing on Lake Powell Subdivision (attached hereto and incorporated herein as Exhibit "B").

### **Section 1.17 Stormwater Management System**

"Stormwater Management System" shall mean a system which is designed and constructed and implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

### **Section 1.18 Unit**

"Unit" shall mean and refer to each multifamily residential dwelling including the real property and any improvements thereon. The Units are more particularly shown and described on the Site Plan.

## **ARTICLE II. PROPERTY SUBJECT TO DECLARATION**

### **Section 2.1 Existing Property**

The Property, Units, Common Areas and Facilities which are and may be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bay County, Florida and described in Exhibit "A".

### **Section 2.2 Annexation of Additional Property**

Declarant may annex other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee) and thereby add to the Properties. Where such other land is not then owned by the

Declarant, the Owner thereof shall join in the applicable supplemental declaration. Such supplemental declaration and any plat of the annexed land shall describe any additional parcel, Common Area or other area, which is included by such annexation. By acceptance of delivery of title to any property described hereunder, any Owner expressly consents and agrees to the foregoing provision and acknowledges the privilege of the Declarant to annex other land, which may be granted the privilege of utilizing the Common Area. In the event that additional property is annexed to the Property pursuant to this Article II, such additional lands shall be considered within the definition of the Property for all purposes of this Declaration.

### **ARTICLE III. RIGHTS AND OBLIGATIONS**

#### **Section 3.1 Association Authority**

All rights and duties assigned to the Association herein shall be vested in the MILLER'S LANDING ON LAKE POWELL OWNERS ASSOCIATION, INC., a Florida non-profit corporation. No Owner, except in his/her capacity as an officer or director of the Association pursuant to a grant of authority by the Board, shall have any authority to act for the Association.

#### **Section 3.2 Assignment of Maintenance Duties**

A. Owners. Each Owner shall have the legal obligation to care for and maintain all of their Unit to the extent that specific duties are not assigned to the Association here in accordance with rules and community standards incorporated into the rules and regulations established by the Board. If the Association, through its Board, determines that any Owner has failed to maintain any part of his/her Unit as required the Association shall have the right without liability to enter such Unit to make reasonable and allowable corrections. All costs related to such action shall be assessed to the Owner as an Individual Unit Assessment as further described in Article VIII, Section 8 of this Declaration.

B. The Association. This Declaration shall serve as an assignment to the Association of the following duties which otherwise would be performed by the Owner:

- (i) Maintenance of common roadway, parking areas and exterior lighting infrastructure within the Property; and
- (ii) Maintenance of all Common Area landscaping and irrigation systems; and
- (iii) Maintenance of the Stormwater Management System; and
- (iv) Maintenance of the water and sewer system located on the Property; and
- (v) Maintenance, painting and repair of the exterior coating and roof system of the Units; and
- (vi) Maintenance of common pest control services for both interior and exterior of all Units and Common Area buildings which includes both standard insect and pest control and wood destroying insect prevention and control coverages; and
- (vii) Maintenance of all other Common Areas not specifically described above.

### **Section 3.3 Powers and Duties of the Association.**

The powers and duties of the Association shall include those set forth herein, in the Bylaws and the Articles of Incorporation, but in addition thereto, the Association shall have:

- A. The responsibility to operate the corporation in accordance with the requirements of Chapters 617 and 720, Florida Statutes; and
- B. The irrevocable right to access each Unit from time to time during reasonable hours as may be necessary for making emergency repairs therein necessary to prevent damage to the Common Areas or Facilities or to another Unit or Units; and
- C. The duty to prepare and maintain an annual budget and to make and collect assessments as necessary to support that budget; and
- D. The responsibility to maintain, repair and replace the Common Areas, Facilities, water and sewer system and the Stormwater Management System; and
- D. The duty to maintain association business records and financial and accounting records in accordance with good accounting principles and state statutory and rule requirements; and
- E. The authority to prescribe and enforce such rules, covenants, regulations and restrictions as are specified in this Declaration, the Articles and Bylaws and amend said rules and restrictions from time to time as necessary; and

### **Section 3.4 Stormwater Management System**

The Association shall operate, maintain and repair the Stormwater Management System. Operation and maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities in a manner consistent with the requirements of Northwest Florida Water Management District ("District") Permit issued for Miller's Landing and applicable District Rules. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the District.

## **ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS**

### **Section 4.1 Membership**

Every Owner shall become a Member of the Association. If title to a Unit is held by more than one Person, each such Person is a Member. An Owner of more than one Unit is entitled to one membership for each Unit owned (subject to Section 4.3 below). Each membership is appurtenant to the Unit upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Unit.

### **Section 4.2 Voting**

The Association shall have two classes of membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except the Declarant. The Class B member shall be the Declarant. Upon termination of Class B membership, as provided below, Class A

members are all Owners, including Declarant so long as Declarant is an Owner. The Class B Member shall be entitled to three votes for each Unit shown on the Site Plan which it owns or controls. Class A Members shall be entitled to cast one vote for each Unit owned.

### **Section 4.3 Co-Ownership**

If more than one Person owns an interest in any Unit, all such Persons are Members; but there may be only one vote in the aggregate cast with respect to each Unit. Such vote may be exercised as the co-Owners determine among themselves; but no split vote is permitted among co-Owners. Prior to any meeting at which a vote is to be taken, each co-Owners must designate a single representative the acting secretary of the Association to be entitled to vote at such meeting. Co-Owners may file a properly executed general voting authority in a form approved by the Association Board with the Secretary which shall be applicable to all votes until it is rescinded by any co-Owner in writing. Notwithstanding the foregoing, if title to any Unit is held jointly by a husband and wife, either spouse is entitled to cast the vote for such Unit unless and until the Association is notified to the contrary by either spouse in writing. After said notice is once filed, the spouses shall file the required notice of authorized representative as specified above.

### **Section 4.4 Class B Termination**

The Class B membership will terminate and convert automatically to Class A membership (to the extent the Declarant then owns Units) ("Turnover") upon the happening of any of the following, whichever occurs first:

- A. Three months after Declarant conveys to Members (other than any successor Declarant, developers, builders, contractors or others who purchase a Unit for the purpose of constructing improvements thereon for resale), all its rights, title and interests to ninety percent (90%) of the total Units and ninety percent (90%) of any additional Unit approved for future phases permitted by the City for development within the Properties.
- B. Five (5) years from the date of the conveyance of the first Unit; or
- C. The decision of Declarant to convert to Class A membership.

Upon termination of the Class B membership, all provisions of this Declaration, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

However, notwithstanding the termination of the Class B membership, Declarant may, at its option, in place of voting its Class A membership votes for the election of the Board, appoint one of the Directors to the Board, so long as Declarant holds for sale in the ordinary course of business at least two Units in the Property. If Directors are being elected for different terms, the Declarant shall be entitled to appoint a Director who will sit for the longest term being offered.

## **ARTICLE V. OWNERS RIGHTS**

### **Section 5.1 Individual Units.**

Every Owner shall have a right to the quiet enjoyment in and to his individual Unit, subject to the following provisions:

A. Easement. An easement reserved for the Owners, tenants, lessees, business invitees, guests and others of each of the Units described herein to cross use and enjoy consistent with their purpose that portion of the real property marked on the Site Plant as "Common Area".

B. Utility Easement. A utility easement is reserved by, through and across each and every Unit for the installation and maintenance of utilities and utility lines as they presently exist or as they may exist in the future, including, but not limited to water, electrical, sewage, television, cable and telephone lines. Such easement shall inure to the benefit of all of the Owners of the Units and to the Declarant.

C. Maintenance Easement. A right of access, during reasonable times, for the purpose of maintaining any portion of the Property to which the Association is assigned maintenance responsibility.

### **Section 5.2 Common Area**

Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

A. This Declaration and any other applicable covenants; including restrictions related to preservation and maintenance of landscape and buffer areas.

B. Any restrictions or limitations contained in any deed conveying such property to the Association;

C. The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

D. The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Unit remain delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, any applicable Supplemental Declaration, the Bylaws or published rules and regulations of the Association after notice and a hearing;

E. The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to the Declaration, Bylaws and Articles;

F. The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

G. The right of the Association or the Declarant to grant use rights to the Common Areas to adjoining property owners for a reasonable use fee.

H. Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, social invitees, licensees or contract purchasers, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such use and enjoyment rights to the lessee of such Unit.

### **Section 5.3 Damage or Destruction of Common Areas by Owner**

In the event any Common Areas or Facilities or personal property of the Association or of the Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licenses, agents, employees or members of his family as a result of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become an Individual Unit Assessment payable by the responsible Owner.

## **ARTICLE VI. USE RESTRICTIONS**

### **Section 6.1 Allowable Uses**

All Units shall be used and occupied for only residential purposes and home occupations. Home occupations shall conform with Bay County ordinances, the Design Code and the rules and regulations of the Association.

### **Section 6.2 Resubdivision**

Units may not be subdivided or separated into smaller Units, or any portion of a Unit separately conveyed, except by the Declarant or by any other party with specific advance written consent of the Board. However, this provision shall not prohibit corrective deeds or similar corrective instruments. The Declarant shall have the right to modify the Site Plan to make adjustments to Unit boundary lines with consent only of those Owners whose Unit boundaries are to be changed.

### **Section 6.3 Renting and Term of Leases.**

The Units may be rented, subject only to this Declaration, the Articles and Bylaws of the Association and the Rules and Regulations established by the Association and express provisions in any lease or management agreement which makes any lessee subject to same. Leasing a Unit does not relieve the owner/lessor from direct responsibility to the Board for the actions of their lessee. The Association may request that Owners provide copies of current lease forms or rental management contracts used for rental of their Units to ensure that lessees are on written notice of their obligation to comply with these restrictions.

### **Section 6.4 Offensive Activities**

No noxious or offensive trade or activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of other Units.

### **Section 6.5 Fires**

No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Units or land contiguous thereto.

### **Section 6.6 Vehicles, Trailers and Boat Storage**

Automobiles may be parked only in the garage or on the driveway directly in front of a Unit. All parking shall be in accordance with the Rules and Regulations and the parking plan for a Unit approved by the DRB. The Association reserves the right to regulate or prohibit the parking of

disabled automobiles, trucks, buses, mobile homes, recreational vehicles, oversize vehicles, boats, and vehicles which display advertising or the name of a business.

### **Section 6.7 Animals**

Pets may be kept by an Owner on his Unit but only if such pets do not cause a disturbance or annoyance within Miller's Landing. The Association reserves the right to regulate the number of pets, to prohibit keeping of animals other than customary household pets and approved service animals, to require pets to be on a leash or otherwise confined, to restrict the rights of renters to keep pets and to disallow pets on any portion of the Common Area.

### **Section 6.8 Activities Affecting Insurance Coverage or Rates**

Nothing shall be done or kept on any Unit or the Common Area, which will increase the rate of, or result in cancellation of, insurance for Common Areas or the contents thereof, without the prior written consent of the Association.

### **Section 6.9 Signs and Displays**

No signs or displays of any kind shall be displayed on the Property except those signs and types of holiday and event related displays approved by the DRB for compliance with the Design Code. The foregoing shall not preclude the erection of signs by the Declarant during the time of its development and marketing of the Units. The Declarant and the Association shall have the right to place on Common Areas signs relating to the Common Area.

### **Section 6.10 Utility Services and Communications Equipment**

All electrical service, telephone lines, television cables, natural gas lines, communication system lines and similar items shall be placed underground. Exposed or exterior radio or television transmission or receiving antennas, as well as parabolic dishes or satellite dishes, when installed in a manner, which minimizes visual impacts, may be permitted at the DRB's sole discretion, in consideration of federal regulations governing the Owner's access to federally regulated communications systems.

### **Section 6.11 Clothes Drying**

No clotheslines shall be located so as to be visible from any street or from any adjoining Unit or Common Area.

### **Section 6.12 Common Area Use**

The Association may promulgate Rules and Regulations to define and restrict the use of the Common Areas and any structures, which may be constructed thereon by the Owners, Declarant or the Association.

### **Section 6.13 Water and Sewer Service**

All water, excepting only that utilized for irrigation purposes, used by any Owner shall be obtained from City of Panama City Beach, Florida, its successors or assigns. All sewage must be disposed of through the sewage lines owned and controlled by City of Panama City Beach, Florida. The City of Panama City Beach shall provide water and sewer service to the Property and the Association shall be responsible for the maintenance, operation and repair of the water and sewer utility

infrastructure system within the Property. Any repair or reconstruction of the water and sewer system shall be as permitted, or if modified, as approved by the City of Panama City Beach. Declarant hereby grants and conveys unto the Association, its successors and assigns, the non-exclusive perpetual right to lay, bury, construct, operate, maintain, dig up and repair any water and sewer systems, with all the necessary ancillary thereto on, along, under and across the Property.

#### **Section 6.14 Interval Ownership**

No form of interval ownership of any Unit constructed on a Unit shall be permitted without Declarant's written approval, which may be issued or withheld at Declarant's sole discretion. Interval ownership shall include any method of ownership where the right of use, possession or occupancy is divided into time units or points and sold, leased or licensed to various individuals. Subject to the discretion of the Board, interval ownership shall generally not include ownership by a group of individuals as tenants-in-common or other joint tenancy.

#### **Section 6.15 Initial Rules and Regulations**

A. Promulgation. The initial Rules and Regulations for the Association shall be promulgated by the Declarant and may address those matters and subjects identified in this Declaration and any matter or subject, the regulation of which shall be needed to govern misconduct or to promote harmony among the Owners.

B. Amendment. The Rules and Regulations for the Association shall be amended only by the Board of the Association.

### **ARTICLE VII. DESIGN REVIEW**

#### **Section 7.1 General**

No structure shall be placed, erected or installed upon any Unit and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements and planting or removal of landscaping materials) shall take place except in compliance with this Article and with the approval of the appropriate committee under Section 7.2. Notwithstanding this, the Board may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Any Owner may remodel, paint or redecorate the interior of a Unit without approval. However, modifications to the interior of screened porches, patios and similar portions of improvements to a Unit visible from outside the structures on the Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant or to improvements to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

#### **Section 7.2 Architectural Review**

The DRB described below shall handle responsibility for administration of the Design Code and review of all applications for construction and modifications under this Article. The members of the Committee need not be Owners, and may, but need not, include architects, engineers or similar professionals who may be compensated as set from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the Committee in having any application reviewed by architects, engineers or other professionals.

The DRB shall consist of at least three (3) but not more than five (5) persons and shall have exclusive jurisdiction over all construction on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders, the Declarant retains the right to appoint all members of the DRB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board may appoint the members of the DRB, who shall thereafter serve and may be removed in the Board's discretion.

### **Section 7.3 Guidelines and Procedures**

A. Design Guidelines. The Declarant shall prepare the initial Miller's Landing on Lake Powell Design Code for the Properties as it determines that the Code is necessary in relation to redesign or Unit improvements requests from Owners. It is the Declarant's intent that it shall construct or control the construction of all of the Units initially constructed on all the Units. The Design Code is intended to contain general provisions applicable to all of the Properties and it is intended to provide guidance and consistency for Owners regarding matters of redesign or redevelopment which are of particular concern to the Declarant and the DRB. The DRB is expressly authorized to amend the Design Code.

The DRB shall make the Design Code available to Owners and Builders who seek to engage in redevelopment or alteration of Units constructed within the Properties. The Design Code is not to be considered the exclusive basis for decisions of the DRB and compliance with these guidelines does not guarantee approval of any application. Any amendments to the Design Code shall be prospective only and shall not apply to require modifications to or removal of structures previously approved.

B. Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all proposed structures and improvements shall be submitted to the DRB for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the DRB may consider the quality of proposed workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography and finish grade elevation, among other things. Decisions of the DRB may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as committee members change over time.

The DRB will endeavor to approve or to disapprove any application within forty-five (45) days after submission of all information and materials reasonably requested. No approval shall be inconsistent with the Design Code unless a variance has been granted in written pursuant to Section 7.5.

Notwithstanding the above, the DRB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

#### **Section 7.4 No Waiver of Future Approvals**

Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

#### **Section 7.5 Variance**

The DRB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardships or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations governing a variance process. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the DRB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered the sole basis warranting a variance.

#### **Section 7.6 Limitations of Liability**

Review and approval of any application pursuant to this Article is made on the basis of aesthetic and planning considerations only and the DRB shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with local, state or federal building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the DRB, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the boards and their member shall be defended and indemnified by the Association in the same manner as members of the Board of Directors.

#### **Section 7.7 Enforcement**

Any structure or improvement or modification of existing topography or vegetation made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the responsible board or its designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate than allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the DRB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit. In the event that any person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with hearing procedures provided in the Bylaws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

#### **Section 7.8 View Impairment**

Nothing in this Declaration or in any Design Code provision shall be interpreted to guarantee or represent that the view from a Unit over and across the adjacent Properties will be preserved without

impairment. The DRB does not have to consider an adjoining Unit's line of sight when reviewing applications.

Any contractors, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Code may be excluded by the Board from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Association, its officers or directors shall be held liable to any person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the DRB.

## **ARTICLE VIII. ASSESSMENTS**

### **Section 8.1 Creation of the Lien and Personal Obligations of Assessments**

The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges as hereinafter specified, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) specific assessments imposed upon an individual Owner for violation of this Declaration or Design Code or for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants, their invitees, their contractors, their employees, or their agents. The annual, specific and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, 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. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner's successors in title upon transfer of a Unit while delinquent assessments are outstanding.

### **Section 8.2 Purposes of Assessments**

The assessments levied by the Association shall be used (a) to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and (b) to fulfill the responsibility of the Association as described in this Declaration, the Articles of Incorporation, the By-Laws, and the Design Code and (c) to fulfill the responsibilities of the Association as may relate to the waste water collection system, drainage system, and storm water system arising as a result of any agreement with or requirement of Bay County, the District, or the State of Florida.

### **Section 8.3 The Budget and Annual Assessment**

**A.** Fiscal Year. The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating of December 31 of that year.

**B.** Preparation and Approval of Budget. On or before November 15th of each year, the Board of Directors shall meet to adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association hereunder, including,

without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for rendering to the Owners of all services required hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Association and, to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Owner, on or before the notice and/or delivery date provided by statute. Such budget shall constitute the basis for determining each Owner's General Assessments as hereinbefore provided.

#### **Section 8.4 Basis for Assessments**

(1) Owner Units. Each Unit certified for occupancy and which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of assessment, the term "Owner" shall exclude the Declarant.

(2) Declarant-Owned Units. For as long as the Declarant owns Units, Declarant may annually elect either to pay regular assessments on all of its unsold Units or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combinations of these..

#### **Section 8.5 Provision for Reserves**

As a part of the annual assessment described in Section 8.3, the Association shall establish reserves for working capital, contingencies and Common Area expenditures including capital improvements, repairs, maintenance and replacements. Until Declarant shall elect to pay annual assessments on Units which have not been conveyed by the Declarant to others pursuant to the provisions of this Declaration, the Declarant shall have no obligation to contribute to any reserves described within this Section.

#### **Section 8.6 Special Assessments**

Special assessments may be imposed by the Board with the approval of a majority of the voting interests present and voting at a meeting of the membership called for the purpose of adopting such special assessment. All special assessments shall be assessed in the same proportion as annual assessments. This requirement for proportionality shall not apply to specific assessments imposed upon an individual Owner for violation of this Declaration or the Design Code or for repair, restoration or maintenance necessitated by the willful or negligent act of the Owner, his family, his guests, tenants, invitees, contractors, employees, or agents.

#### **Section 8.7 Notice and Quorum for any Action Authorized Under Sections 8.3, 8.5 and 8.6**

Written notice of any meeting called for the purpose of taking any action authorized under Section 8.3, 8.5 or 8.6 shall be sent to all members not less than 14 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### **Section 8.8 Date of Commencement of Annual Assessments - Due Dates**

Unless the Declarant shall earlier elect to submit a Unit for payment of annual assessments, the annual assessments provided for herein shall commence as to each Unit on the date on which such Unit shall has been conveyed by the Declarant and road, water and sewer improvements shall have been deemed complete by Bay County. The first assessment shall be paid in advance when the Owner takes title to its Unit. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge determined by the Board, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Unit has been paid.

### **Section 8.9 Effect of Nonpayment of Assessments - Remedies of the Association**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest annual rate allowed under the Laws of Florida. The Association may bring an action at law against any past or present Owner(s) personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Unit.

### **Section 8.10 Subordination of the Lien to Mortgage**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure of any first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

### **Section 8.11 Special Assessment Upon Sale of Unit**

Upon transfer of each Unit in the subdivision, including the initial transfer from the Declarant and all transfers subsequent to the initial purchase, the Purchaser shall pay at closing to the Association an amount equal to two (2) months maintenance assessments on that Unit, which fund shall be a one time contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of assessments charged to that Unit in the two (2) months following the Closing. No reimbursement shall be made to the Seller of the Unit for any capital contribution made by the Seller at the time of Seller's purchase of said Unit.

## **ARTICLE IX. INSURANCE AND CASUALTY LOSSES**

### **Section 9.1 Association Authorized to Insure**

The Association may purchase insurance to provide the following described coverages and such other types of insurance as the Association deems advisable:

A. Liability Insurance. Comprehensive general liability insurance coverage covering all Common Areas, and public ways as are owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insured's for property damage, bodily injuries and

death of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of law suits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or as an Association to an individual Owner.

B. Fidelity Bonds. Fidelity bonds may be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds may also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond.

C. Casualty Insurance. Casualty insurance for all improvements to the Common Area to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Association.

D. Directors' Liability. The board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties, such coverage to be of the type and amount determined by the Association.

### **Section 9.2 Premiums**

Premiums upon insurance policies purchased by the Association is a common expense of the Association, which shall be included in assessments paid to the Association by the Owners.

### **Section 9.3 Repair and Reconstruction after Fire or Other Casualty**

A. Common Facilities. If fire, windstorm or other casualty damages or destroys any of the improvements of the Common Areas, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from any available insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhaustion of insurance reserves.

B. Units. If fire or other casualty damages or destroys a Unit or any other improvements on a Unit, other than the improvements that are part of the Common Areas, the Owner of that Unit shall promptly (within 45 days) proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Board. If such Owner refuses or fails to begin to repair and rebuild any and all such damage within 45 days, or fails to continue such repair or restoration in an expeditious manner, the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild such improvement, or to remove the damaged improvements from the Unit and dispose of same, and to clean up the Unit, the cost of which repair, rebuilding, removal, disposal and clean up shall be charged to the Owner as an Individual Unit Assessment. Nothing herein shall impose on the Association an obligation to rebuild or repair any improvements on a Unit or Units.

## **ARTICLE X. EASEMENTS**

## **Section 10.1 Easements in Favor of the Declarant and Association**

The Declarant hereby creates and reserves for itself, its successors and assigns and for the Association the following easements, which shall benefit the Properties:

A. Utility Easements. A blanket non-exclusive easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, cable or communication lines and other equipment. By virtue of this easement the Declarant, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of their Unit.

The Declarant reserves for itself, its successors and assigns and for the Association the right to grant future specific easements to utility companies for services including but not limited to electrical, telephone, cable TV, internet and natural gas, which may burden individual Units, regardless of whether said Units have been transferred to subsequent Owners.

B. Drainage Easements. A blanket non-exclusive easement and right on, over, under and through the ground within the Properties to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Declarant or Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised by the Declarant or the Association. Without limiting the generality of the foregoing language, the Owner of each Unit shall maintain in good and operational condition and repair the areas of the Owner's Unit constructed or approved for use for stormwater management, retention, storage or treatment. No such area shall be altered and no improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the DRB.

C. Access Easements. A non-exclusive pedestrian access easement across the pathways created by the Declarant or Association within the boundaries of the Access Easements created on the Site Plan. Walks, walkover structures and other associated improvements such as landscaping as determined by the DRB at its sole discretion may be constructed within the Access Easements shown on the Site Plan. These pathways shall be maintained as a path by the Association to serve the pedestrian access needs of Unit Owners and their guests.

D. Non-exclusive Easements on Site Plan. All easement areas shown on the Site Plan(s) are non-exclusive easement grants. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through such areas, provided that such additional easement grants do not materially interfere with the activities for which such areas were established.

E. Development Easement. A nonexclusive easement and right of access in favor of Declarant across, under and to all Units and Common Area for construction thereon of subdivision improvements, sale of Units and such other purposes and uses Declarant deems appropriate or necessary in connection with the sale and development of the subdivision.

F. Landscape Maintenance Easement. A blanket access and maintenance easement over all area within the Property outside the footprint of approved buildings. The purpose of this easement

is to enable the Association to maintain primary and effective control over the installation and maintenance of all plant materials and necessary water well and irrigation systems in this area by Owners and/or the Association. Without specific written prior consent, no Owner or their agent may attempt to maintain or modify the vegetation in this area. This easement area is included within the Habitat Preservation Areas and accordingly, all work within these areas by any authorized party shall comply with the Miller's Landing on Lake Powell Development Conditions, Miller's Landing on Lake Powell Design Code including Miller's Landing on Lake Powell Landscape Plan.

### **Section 10.2 Common Areas**

Each Owner shall have an easement to all common areas of the Subdivision. Such easements shall be private and shall not be used by the general public. The Declarant or any Owner may delegate to the members of his/her family, his/her guests or tenants, while residing at the Owner's dwelling, his/her right of enjoyment of those easements in accordance with such rules and regulations as may be adopted by the Association.

### **Section 10.3 Common Roads**

Declarant hereby grants to the Association a non-exclusive, ingress and egress easement over and across the Common Roads for driving, bicycling and pedestrian circulation in perpetuity. Declarant shall have the right, but not the obligation, to transfer title to all or a portion of the Common Roads to the Association at any time. As consideration for and a condition of the Common Road easement granted herein, the Association agrees to pay the cost of maintaining, replacing and establishing reasonable reserves for the roads, walks, landscaping, irrigation, lighting (if any) and other improvements within the Common Roads with the sole exception of costs associated with parking areas which do not benefit the Association.

### **Section 10.4 General**

Declarant does hereby grant a nonexclusive personal easement and right of ingress and egress across, under, and to all Common Areas, to each and all law enforcement, firefighting, and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

## **ARTICLE XI. GENERAL PROVISIONS**

### **Section 11.1 Enforcement**

The Association, the Declarant/Developer, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration or the Rules and Regulations adopted by the Board. Failure by the Association, the Developer/Declarant, or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenant contained herein (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the party initiating such successful judicial proceeding for the enforcement of said condition, restriction, covenant and/or lien. Notwithstanding anything herein to the contrary, any and all costs, including but not limited to attorneys' fees and court costs,

which may be incurred by the Association or the Declarant in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as an Individual Unit Assessment to the Owner against whom such action was taken.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration or the Rules and Regulations which relate to the maintenance, operation and repair of the Stormwater Management System.

### **Section 11.2 Duration**

The Covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the Public Records of Bay County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of one (1) year from the date of such recording. Unless this Declaration is so terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

### **Section 11.3 Notices**

Any notice required to be sent to the Owner of any Unit under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Unit on the records of Association at the time of such mailing.

### **Section 11.4 Action Absent Meeting**

Any action required to be taken hereunder by vote or assent of the Owners may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Owners. Any action so approved shall have the same effect as though taken at a meeting of the Owners, and such approval shall be duly filed in the minute book of the Association.

### **Section 11.5 Consent of Mortgagees**

This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagee. If there is more than one Mortgagee holding a Mortgage on the Units, it shall be sufficient to obtain the written consent of all Mortgagees holding a lien on eighty percent (80%) or more of the Units; provided, however, that in the event one Mortgagee is holding a lien on 70% or more of the Units encumbered by the Mortgagees, the written consent of such Mortgagee alone shall be sufficient. Any such required consent shall be given promptly and shall not be unreasonably withheld; any consent not given or denied within 21 calendar days of receipt thereof shall be deemed given for purposes hereof. This Section 11.5 shall not apply or be construed as a limitation upon those rights of the Declarant, the Association or the Owners under this Declaration

to make amendments which are allowed under the provisions of this Declaration or which do not so adversely affect the Mortgagees.

### **Section 11.6 Indemnification**

The Association shall indemnify every one of its officers, directors and committee members against all damages and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Florida law.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association may, as a Common Expense, maintain adequate general liability, officers' and directors' liability insurance and other insurance deemed advisable to fund this obligation, if such insurance is reasonably available.

### **Section 11.7 Continuing Violation**

Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

### **Section 11.8 Severability**

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

### **Section 11.9 Gender**

The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

### **Section 11.10 Condemnation**

The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof. Each Owner hereby appoints the Association as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award of proceeds or settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interest may appear. Such proceeds, if not utilized by the Association for the purpose of restoring or replacing Common Areas which have been taken, shall be disbursed in proportion to assessment shares to the Owners and their mortgagees, as their interest may appear.

### **Section 11.11 Dedication of Common Areas**

The Association may dedicate portions of the Common Areas to Bay County, Florida, the District or to any other local, state or federal governmental or quasi-governmental entity for purposes determined to be in the interest of the Owners.

### **Section 11.12 Security**

The Association may, but shall not be obligated to maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended.

### **Section 11.13 Notice of Sale or Transfer of Title**

Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the applicable Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as that Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessments obligations until the date upon which such notice is received by that Board, notwithstanding the transfer of title.

### **Section 11.14 Availability of Records and Other Documents**

The Association shall make available to the Owner of any Unit current copies of this Declaration, the Articles of Incorporation of the Association, and the books, records and financial statements of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the Association for any expense which may be incurred.

### **Section 11.15 Amendment.**

A. By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by seventy-five percent (75%) of the voting interests. Rights reserved to the Declarant may not be amended without the specific consent of the Declarant. Any proposed amendment to the Declaration that alters the Surface Water and Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must also have the prior approval of the District.

B. By the Declarant. The Declarant specifically reserves the absolute and unconditional right, so long as it is a Class B Member or owns a Unit, to amend this Declaration without consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association, Office of Interstate Land Sales

Registration, Federal Home Loan Bank Board or any other similar entity, (ii) to conform with the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify the Declaration's provisions or correct errors, and/or to (iv) to make any other changes which shall not diminish substantively the rights of the Owners.

C. Recording. Any amendment shall take effect upon recording in the public records.

## **Article XII** **Party Walls**

**Section 12.1 Party Walls**. Each wall that is built as part of the original construction of the multifamily residential unit on the Property and placed on the dividing line between the Units shall constitute a party wall, and each Owner shall own a portion of the wall which stands on his own Unit, with a cross-easement of support in the other portion.

**Section 12.2 Repair and Maintenance**. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same. No greater dimension of said party wall, or of any extension or restoration thereof, shall be placed upon the Unit of the Owner not extending, constructing, or restoring said party wall, than that existing prior to such fire or other casualty, without the prior written consent of all of the users of such party wall and the Committee. No addition to the dimensions of said party wall may be made by either of said Owners, or by those claiming under them respectively, without written consent of all users of such party wall and the Committee. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts of omissions.

**Section 12.3 Weatherproofing**. Notwithstanding any other provision of this Article, any Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 12.4 Right to Contribution Runs with Land**. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

[Signature Appears on the Following Page]

IN WITNESS WHEREOF the Declarant, Meridian-Premier Lake Powell Development, LLC, a Florida limited liability company, has caused this Declaration of Covenants, Conditions and Restrictions to be executed by its members this \_\_\_\_ day of \_\_\_\_\_, 2017.

Signed, sealed and delivered  
In the presence of:

**Meridian-Premier Lake Powell Development, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Manager

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ as Manager of Meridian-Premier Lake Powell Development, LLC, a Florida limited liability company. Who is personally known to me.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC  
Commission number:  
My Commission expires:

(NOTARIAL SEAL)

## EXHIBIT "A" LEGAL DESCRIPTION

### LEGAL DESCRIPTION (TOWNHOME LOT)

COMMENCE AT THE SOUTHWEST CORNER OF GOVERNMENT LOT #31, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST BAY COUNTY, FLORIDA AND BEING MARKED BY A 4"x4" CONCRETE MARKER SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE N02°15'57"E A DISTANCE OF 147.88 FEET MORE OR LESS TO THE EDGE OF WATER OF LAKE POWELL ( HAVING A REFERENCE PIN SET 5.7 FEET FROM SAID WATERS EDGE); THENCE MEANDERING ALONG THE SHORELINE OF LAKE POWELL THE FOLLOWING THREE CALLS N55°52'57"E, 53.68 FEET; N60°57'31"W , 47.27 FEET; THENCE N46°04'28"E, 27.45 FEET TO A POINT; THENCE S02°10'22"W A DISTANCE OF 196.23 FEET TO A POINT; THENCE S57°15'58"E A DISTANCE OF 11.40 FEET TO A POINT ON THE RIGHT OF WAY OF ANN MILLER ROAD (66' R/W); THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AN ARC LENGTH 63.21 FEET AND A CHORD BEARING AND DISTANCE OF S03°28'59"E, 59.08 FEET TO A POINT; THENCE CONTINUE IN A CURVE TO THE LEFT ALONG SAID RIGHT OF WAY HAVING A RADIUS OF 50.00 FEET AN ARC LENGTH OF 84.40 FEET AND A CHORD BEARING AND DISTANCE OF S88°03'40"E, 74.73 FEET TO A 5/8" REBAR WITH CAP LS#3257; THENCE CONTINUE ALONG SAID RIGHT OF WAY S87°50'13"E A DISTANCE OF 42.74 FEET TO A 5/8" REBAR WITH CAP STAMPED LS# 6411; THENCE LEAVING SAID RIGHT OF WAY OF ANN MILLER ROAD S02°07'16"W A DISTANCE OF 132.25 FEET TO A 5/8" REBAR WITH CAP STAMPED LS#6411; THENCE S87°59'32"E A DISTANCE OF 83.09 FEET TO A 5/8" REBAR WITH CAP STAMPED LS#6411; THENCE S02°07'29"W A DISTANCE OF 131.81 FEET TO A 4"x4" CONCRETE MONUMENTS WITH CAP STAMPED LS#2456 ON THE NORTH RIGHT OF WAY OF LAKEVIEW DRIVE (33' R/W); THENCE ALONG SAID NORTH RIGHT OF WAY N88°28'37"W A DISTANCE OF 331.97 FEET TO A 1/2" REBAR; THENCE LEAVING SAID NORTH RIGHT OF WAY N01°51'09"E A DISTANCE OF 299.74 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PORTION OF THE WEST 220 FEET OF GOVERNMENT LOT 31 AND GOVERNMENT LOT 42 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 17 WEST, BAY COUNTY, FLORIDA AND CONTAINING 2.35 ACRES MORE OR LESS.

**EXHIBIT "B"**

**MILLER'S LANDING ON LAKE POWELL SITE PLAN**  
(Attached)

DRAFT



**ARTICLES OF INCORPORATION OF MILLER'S LANDING ON LAKE  
POWELL OWNERS ASSOCIATION, INC., a Florida non-profit corporation**

The undersigned incorporator by these articles associates himself for the purpose of forming a corporation not for profit under the laws of the State of Florida, and adopts the following articles of incorporation:

**ARTICLE I  
NAME**

The name of this corporation is Miller's Landing on Lake Powell Owners Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

**ARTICLE II  
TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE III  
CORPORATE PURPOSE**

This association is organized for the purpose of providing a non-profit entity under the Florida Statute 720.301-720.316 (2014) ("the Statute") for the operation of the association governing the Miller's Landing on Lake Powell subdivision located in Bay County, Florida.

**ARTICLE IV  
PRINCIPAL OFFICE / MAILING ADDRESS**

The registered office, street address and mailing address of the initial principal office of the corporation is:

495 Grand Boulevard, Suite 201J  
Miramar Beach, Florida 32550-1706

**ARTICLE V  
REGISTERED AGENT**

The name and street address of the initial registered office and agent of this corporation is:

Jason White  
495 Grand Boulevard, Suite 201J  
Miramar Beach, Florida 32550-1706

**ARTICLE VI  
FIRST BOARD OF DIRECTORS AND OFFICERS**

The number of persons constituting the first board of directors shall be three (3) and their names and office are as follows:

1. Garrett McNeil 495 Grand Blvd Ste 201J  
Miramar Beach, FL 32550-1706
2. Jason White 495 Grand Blvd Ste 201J  
Miramar Beach, FL 32550-1706
3. Vic Anderson 495 Grand Blvd Ste 201J  
Miramar Beach, FL 32550-1706

The method of election of directors is as stated in the Bylaws.

#### **ARTICLE VII MEMBERS**

The qualification of members and the manner of their admission shall be as regulated by the Bylaws.

#### **ARTICLE VIII INCORPORATORS**

The name and address of the incorporator signing these Articles of Incorporation is:

Farrar J. Barker  
Barker Williams, PLLC  
60 Clayton Lane, Suite B  
Santa Rosa Beach, Florida 32459

#### **ARTICLE IX BYLAWS**

The association shall be governed by Bylaws.

#### **ARTICLE X STORMWATER MANAGEMENT SYSTEM**

1. The Association shall operate, maintain and manage the stormwater management system in a manner consistent with the requirements of Northwest Florida Water Management District Permit for Miller's Landing on Lake Powell and applicable Agency rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

2. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

3. The assessments shall be used for the maintenance and repair of the stormwater management systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

4. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and Applicant's Handbook Volume 1, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

5. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

#### **INCORPORATOR**

---

Print Name: Farrar J. Barker

#### **REGISTERED AGENT ACCEPTANCE**

I do hereby accept the foregoing designation as registered agent of MILLER'S LANDING ON LAKE POWELL OWNERS ASSOCIATION, INC. Further, I am familiar with and accept the duties and obligation of such designation.

---

Print Name: Jason White

**BYLAWS OF MILLER'S LANDING ON LAKE POWELL  
OWNERS ASSOCIATION, INC.**

**ARTICLE 1. GENERAL PROVISIONS**

Section 1.01 Purpose. These are the Bylaws of Miller's Landing on Lake Powell Owners Association, Inc., a corporation not for profit, incorporated under Chapter 720 of the Florida Statutes. The Miller's Landing on Lake Powell Owners Association, Inc., hereinafter referred to as the "Association" has been organized for the purpose of administering the operation and management of Miller's Landing on Lake Powell, hereinafter referred to as the "Property", established by Declarant according to the Declaration of Covenants, Conditions and Restrictions of Miller's Landing on Lake Powell (the "Declaration").

Section 1.02 Definitions. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein.

Section 1.03 Applicability. All owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the Property, or any part thereof, are subject to these Bylaws, the Articles, the Declaration, and the Rules and Regulations as promulgated from time to time.

Section 1.04 Office. The office of the Association shall be at 495 Grand Boulevard, Suite 201J, Miramar Beach, Florida 32550-1706 or at any other place designated by the Association.

Section 1.05 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 1.06 Corporate Seal. The seal of the corporation shall bear the name of the Association, the word "Florida," the words "Corporation not-for-profit," and the year of incorporation.

Section 1.07 Transition Date. Transition date is the earlier of the date on which the Declarant ceases to be a Class B Member pursuant to the Declaration and the date required by Florida Statute 720.307 (2014).

**ARTICLE 2. MEMBERSHIP AND VOTING**

Section 2.01 Membership. Subject to the Declarant's Class B membership prior to the Transition Date as provided in the Declaration, the members of the Miller's Landing on Lake Powell Owners Association, Inc. shall consist of the Owners of Units. The membership of each owner shall terminate when he or she ceases to be an owner of a Unit. Upon the sale, transfer or other disposition of his or her ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Unit owner. The Association may issue certificates evidencing membership.

Section 2.02 Multiple Ownership.

(a) Designated Voter. If a Unit is owned by one (1) person or entity, the right to vote

on behalf of such Unit shall be established by the record title to the Unit. If the Unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the Unit shall be the voting Member designated by a voting certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Unit concerned. A certificate designating a person entitled to cast the vote of the Unit may be revoked by any Owner of the Unit. If such a certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

1. Husband and Wife. Notwithstanding the provisions of the preceding paragraph, whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a "Voting Member". In the event a voting certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

i. Where both husband and wife are present at the meeting, each shall be regarded as the agent and proxy of the other for the purposes of casting the vote for each Unit owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

ii. Where only one (1) spouse is present at a meeting, the spouse present may cast their vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary, their vote shall not be considered.

iii. Where neither spouse is present, the person designated in a proxy or voting certificate signed by either spouse may cast the voting interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different voting member by the other spouse, in which case the vote shall not be considered.

Section 2.03 Membership Classes. The Association shall have two classes of membership, whose members shall be entitled to cast their votes as provided in the Declaration.

Section 2.04 Proxies. With the exception of voting to elect Directors, votes may be cast by Members in person or by proxy. All proxies shall be in writing, dated, signed by the Member entitled to vote, shall state the date, time and place of the meeting for which it is to be used, shall be filed with the Secretary of the Association prior to, or at, the meeting at which they are to be used, and shall be valid only for the particular meeting designated thereon and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Holders of proxies need not be Owners.

## **ARTICLE 3. MEETINGS OF MEMBERSHIP**

Section 3.01 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and subject to the Declaration, in accordance with these Bylaws. Except where in conflict with the Declaration, Roberts Rules of Order, as amended, shall govern the conduct of all membership meetings.

Section 3.02 Quorum. At least fifty percent (50%) of the Members of each class of membership shall constitute a quorum at any Members' meeting. Members present in person, by telephone conference, or by proxy shall be counted toward a quorum. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof, or by signing an attendance list if written minutes are not available, shall constitute the presence of such person for the purpose of determining a quorum. The acts approved by a majority of the voting interests present at a meeting at which a quorum is present shall constitute the act of the Members, except when approval by a greater voting interest is required by the Declaration, the Articles, or these Bylaws.

Section 3.03 Adjourned Meetings. If any Members' meeting cannot be convened because a quorum is not present, the Member who is present, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly schedule meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 3.04 Annual Meeting. The Annual Members Meeting of the Association shall be held between October 1 and December 31 of each year on a date and at a time and place set by the Board of Directors. The purpose of the meeting shall be, without limitation, to elect Directors and to transact any other business authorized to be transacted by the Members.

Section 3.05 Special Meetings. Special Members' Meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the Class A Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

Section 3.06 Notice of Meeting. Notice of all Members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association to each member and voting representative. The notice shall state the time, place and purpose of the meeting, and shall be mailed or personally delivered to each Member and voting representative not less than thirty (30) nor more than sixty (60) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances. If hand delivered, confirmation of delivery to the Member and voting representative shall be signed by the person delivering such notice. Unless a Member or voting representative waives in writing the right to receive notice of the meeting by mail, the notice shall be sent by mail to each Member and voting representative at their post office address as it appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice.

In addition to the written notice, except in an emergency, when such notice requirement

shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not less than fourteen (14) days prior to the annual meeting.

Section 3.07 Waiver of Notice. Notwithstanding anything to the contrary contained in the Articles, Declaration or these Bylaws, notice of any regular or special meeting of the Members may be waived by any Member and voting representative before, during or after any such meeting, which waiver shall be in writing and shall be deemed to be that Member's and voting representative's receipt of notice of such meeting.

Section 3.08 Meeting Chairperson. The President or, in his absence, the Vice-President, shall preside at Members' meetings. In the absence of both such officers the Board shall select a meeting chairperson.

Section 3.09 Parliamentary Rules, Roberts Rules of Order. Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration, the Articles, the Bylaws, or the Statutes of the State of Florida.

Section 3.10 Order of Business. The order of business at Annual Members' Meetings and, as far as practical, at any other Members' meetings, shall be:

- (a) Call to order by President or chairperson
- (b) Appointment of chairperson of the meeting
- (c) Call of the roll and certifying of proxies
- (d) Proof of notice of meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees
- (h) Appointment of Election Committee members by chairperson
- (i) Election of Directors
- (j) Unfinished business
- (k) New business
- (l) Adjournment

Section 3.11 Action Without a Meeting or Vote. Anything to the contrary herein notwithstanding, any action required to be taken by vote or assent of the members at any meeting of the Members, or any action which may be taken at any meeting of the Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting for the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum was present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The

notice shall fairly summarize the material features of the authorized action. Any action so approved shall have the same effect as though taken at a meeting of the members, and such approval shall be duly filed in the minutes book of the Association.

## ARTICLE 4. BOARD OF DIRECTORS

Section 4.01 Management of Association. The affairs of the Association shall be governed by a Board of Directors, hereinafter referred to as the "Board."

Section 4.02 Number of Directors. The Board shall consist of not less than *three (3)* persons and not more than *seven (7)* persons. The initial Board shall contain three (3) Directors designated by the Declarant. The Declarant, at its sole discretion, may increase or decrease the number of Directors prior to the Transition Date.

Section 4.03 Qualifications. After termination of the Class B membership, each Director shall be an Owner or the spouse of an Owner (or, if an Owner is a corporation, partnership, or trust, a Director may be an officer, partner or beneficiary of such Owner). If a Director no longer meets such qualifications during his or her term, he or she shall cease to be a director and his or her place on the Board shall be deemed vacant.

Section 4.04 Election of Directors. Election of Directors, other than those designated by the Declarant shall be conducted in the following manner:

(a) Election of Directors shall be held at the Annual Membership Meeting, except in the event of a vacancy.

(b) The first Board shall consist of three (3) persons designated by the Declarant, who shall serve until the Transition Date.

(c) At least thirty (30) days prior to the Transition Date, and thereafter thirty (30) days prior to each Annual Meeting, a Nominating Committee shall be chosen by the Board of Directors. The Nominating Committee shall consist of a chairperson, who shall be a member of the Board, and two or more Members of the Association. Nominations for election of Directors shall be made by the Nominating Committee prior to each Annual Meeting and additional nominations shall be taken from the floor at the Annual Meeting. The Nominating Committee shall nominate as many candidates for the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. There shall be no cumulative voting. Staggered terms shall be set by the Board based upon the general guideline that one-third (1/3) of the Directors shall be elected annually.

(d) Election to the Board shall be by secret written ballot. At each election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Section 4.05 Removal. The Declarant shall have the absolute right at any time in its sole discretion, to remove any Director designated by the Declarant and replace any such person or persons with another person or persons. The removal and replacement of any Director shall be effective immediately upon notice by the Declarant to any officer of the Association. At any

time after a majority of the Board is elected by Members other than the Declarant, at any duly convened Annual or Special Meeting of the Members at which a quorum is present, any one or more of the Directors elected by Members may be removed, with or without cause, by the affirmative vote of Members casting not less than a majority of the total votes of the membership of the Association. A successor may then and there be elected to fill any vacancy created. Should the Members fail to elect a successor the Board may fill the vacancy in the manner provided below.

Section 4.06 Vacancy. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of his or her predecessor. The election held for the purpose of filling said vacancy may be held at any Regular or Special Meeting of the Board. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

Section 4.07 Meetings. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no notice of the organizational meeting shall be necessary. Regular meetings of the Board at such time and place as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at any time by the President, and must be called by the Secretary at the written request of one-fourth (1/4) of the Directors.

(a) An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board shall be open to all members and, except in an emergency as provided above, notices of all meetings shall be posted in a conspicuous place on the Property at least forty-eight (48) hours prior to the meeting. However, members shall not be entitled to vote or participate in any other way at the meeting.

(b) Notice of Meeting. Notice of each Regular or Special Meeting of the Board or any committee of the Association, stating the time, place and purpose thereof, shall be given by or on behalf of the President, or on behalf of the Secretary, or by or on behalf of two (2) members of the Board, to each member of the Board or in the case of a committee, to each member of the committee by that committee chairperson, not less than forty-eight (48) hours prior to the scheduled date of the special meeting. Notices of Board meetings and committee meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. Meetings of the Board and all committees shall be open to all Members, provided that Members need not be permitted to participate and need not be recognized at any such meeting. Any director or committee member, as the case may be, may waive notice of any meeting by signing a written Waiver of Notice before, during or after any such

meeting. Attendance by a director or committee member at a Regular or Special Meeting shall be deemed to constitute that Director's or committee member's waiver of notice of such meeting. Notice of any Board meeting at which assessments against Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

(c) Waiver. Any director or owner may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

(d) Quorum. A quorum for the transaction of business shall consist of at least half of the directors, who may be present in person, by proxy, or by telephone conference. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these Bylaws, or the Declaration.

(e) Adjourned Meetings. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

(f) Joinder in Meeting by Approval of Minutes or Consent. The joinder or consent of a Director in the action of a meeting by signing and concurring in the minutes of that meeting, by signing an attendance list if written minutes are not available, or by executing a consent to a proposal, shall constitute the presence of that Director for the purpose of determining a quorum and/or voting on a proposal.

(g) Presiding Officer. The presiding officer of Directors Meetings shall be the President or in his or her absence, a Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(h) Order of Business. The order of business at Directors' meetings shall be:

1. Calling of the roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of officers
6. Unfinished business

7. New business

8. Adjournment

(i) Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Directors, Owners, and Members or their authorized representative at any reasonable time at the principal office of the Association. Copies may be purchased at a reasonable cost. The Association shall retain these minutes for at least seven (7) years.

Section 4.08 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners. The compensation of all employees of the Association shall be fixed by the Directors.

Section 4.09 Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles, these Bylaws, and the Declaration. The board is authorized to delegate to a management firm or manager any and all of the powers or duties of the Association. Those so delegated shall be specified in any such agreement between the parties. Without limiting the generality of the foregoing, the Board shall have the power to:

(a) Make, levy, and collect Assessments against Members and Units to defray the costs of maintenance of Common Area and to use the proceeds of said Assessments in the exercise of the powers and duties granted to the Association;

(b) Maintain, repair, replace, operate, improve, and manage the Common Area wherever required by the Association for the benefit of its Members;

(c) Operate, maintain and manage the stormwater management system as more particularly set forth in Article 16 of these Bylaws;

(d) Repair, add to, reconstruction, improve, or alter, the Common Area, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or otherwise;

(e) Make and amend Rules and Regulations and Bylaws governing the use of the Common Area, so long as such Rules and Regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(f) Acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including improved or unimproved Units, and as may be necessary or convenient in the operation and management of the Common Area and in accomplishing the purposes set forth in the Declaration;

(g) Exercise and enforce by legal means the provisions of the Articles and Bylaws, the Declaration, and the Rules and Regulations hereinafter promulgated governing use of the Common Area, and all powers incidental thereto;

(h) Pay all taxes and assessments which are liens against any part of the Property other than Units and to assess the same against the Members and their respective

Units subject to such liens;

(i) Carry insurance for the protection of the Members and Association against casualty and liability, as deemed necessary by the Board;

(j) Pay all costs of power, water, sewer, and other utility services rendered to the Association and not billed to Owners of the separate Units;

(k) Employ and supervise personnel and contract for services for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants, attorneys, contractors, and other professionals;

(l) Enter into a contract with and supervise any firm, person, or corporation for the management, maintenance and repair of the Common Area and such other property for which the Association has responsibility;

(m) Enforce obligations of the Owners, and taking such other actions as shall be deemed necessary and proper for the sound management of the Association;

(n) Organize corporations and appoint persons to act as designees of the Association in acquiring title to or leasing Units or other property;

(o) Levy fines against Owners for violations of the Rules and Regulations established by the Association to govern the conduct of Owners;

(p) Maintain bank accounts on behalf of the Association and designate the required signatories;

(q) Impose a lawful fee in connection with the approval of plans and specifications submitted to the Architectural Review Committee pursuant to the provisions of the Declaration;

(r) Enter into and upon Units and dwelling units when necessary and with as little inconvenience to the Owner as possible in connection with the maintenance, care, and preservation of the Property;

(s) Collect delinquent Assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the Owners for violations of these Bylaws, the Articles, the Rules and Regulations, and the Declaration;

(t) Suspend the right to use of the Common Area of a Member during any period in which such Member is in default in the payment of any assessment levied by the Association or, after a hearing in accordance with these Bylaws, has violated provisions contained in the Declaration, the Bylaws, or the published Rules and Regulations; and

(u) Declare the office of a member of the Board to be vacant in the event that a Director shall be absent from three (3) consecutive regular meetings of the Board.

Section 4.10 Proviso. Notwithstanding anything contained to the contrary herein, the directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify, or abridge the rights, privileges and immunities of the Declarant,

Declarant's affiliates, shareholders, their designees, successors, and assigns, as set forth in the Declaration, the Articles, or these Bylaws.

## ARTICLE 5. OFFICERS

Section 5.01 Offices. Subject to the provisions of the Declaration and the Articles of Incorporation, at each meeting of the Board immediately following the Annual Membership Meeting, the Board shall elect from the membership of the Association the following officers of the Association:

(a) A President, who shall be a Director, shall preside over the meetings of the Board and of the Association, and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

(b) A Vice-President, who shall in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall record the votes and keep the minutes of all meetings of the Board and of the membership, serve all notices of meetings of the Board and general membership, keep the corporate seal and affix it on all papers requiring said seal, keep appropriate current records showing the members of the Association together with their addresses, and perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an audit of the Association's books to be made if directed by the Board, and prepare an annual budget and a statement of income and expenditures to be presented to the membership; and

(e) Such additional officers as the Board shall see fit to elect. An individual may hold more than one position.

Section 5.02 Powers. The officers shall have the general powers usually vested in such officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

Section 5.03 Term. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified. Any officer may be preemptorily removed by a majority vote of the Directors at any meeting.

Section 5.04 Vacancy. Vacancies in any office shall be filled by the Board at a Special Meeting. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board. Any officer may resign his or her post at any time by written resignation, which shall take effect upon its receipt by the President or Secretary unless a later date is specified in the resignation. The acceptance of a resignation shall not be required to make it effective.

Section 5.05 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

## **ARTICLE 6. COMMITTEES**

Section 6.01 Committees. The Board may, by resolution, create committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable. Any committee created by the Board shall not have the power to (a) determine the general expenses required for the affairs of the Association, (b) adopt or amend any Rules and Regulations relating to operation and use of the Common Area, or (c) take any action which would substantially affect the property rights of any Owner with regard to his or her Unit, with the exception of any covenant enforcement committee, which shall have all those rights and powers conferred upon it by Florida law, the Declaration, the Articles, or the Bylaws.

Section 6.02 Architectural Review Committee. The Board does hereby recognize the establishment of the Architectural Review Committee in accordance with the Declaration. The Architectural Review Committee shall act in conjunction with the Board and shall be governed by the Declaration in the performance of its functions and duties.

## **ARTICLE 7. FISCAL MANAGEMENT**

Provisions for fiscal management of the Association as set forth in the Declaration and the Articles of Incorporation shall be supplemented by the following provisions:

Section 7.01 Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by account and expense classifications as the Board deems appropriate. Alternately, the Board may propose a budget to the Unit Owners at a meeting of the Members or in writing, and if the budget or proposed budget is approved by the voting interests at the meeting or by a majority of all voting interests in writing, the budget shall be adopted. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

Section 7.02 Adoption of Budget. A copy of the proposed annual budget shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owner shall be given written notice of the time and place at which such meetings of the Board to consider the budget shall be held, and such meeting shall be open to the Unit Owners.

Section 7.03 Assessments. The Board shall make assessments against each Unit for its share of the items of the budget in an amount not less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessments shall be made for the fiscal year annually in advance and shall be due in equal, monthly, quarterly or other installment basis as the Board may determine. The Board will send written notice of each assessment to every owner subject thereto

at least thirty (30) days in advance of each annual assessment period. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment shall be insufficient in the judgment of the Board, the Board shall amend the budget and shall make amended assessments for the balance of the year in sufficient amounts to meet the expenses for the year.

Section 7.04 Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the Unit Owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall occur first.

Section 7.05 Special Assessments. Assessments for common expenses not included in the annual assessment shall be made only after written notice of the specific purpose for such is sent or delivered to each Unit Owner. After such notice and upon approval at a duly called meeting, the assessment shall become effective, and shall be paid in such a manner as the Board may require in the notice of assessment. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such purpose, any excess funds shall be considered common surplus.

Section 7.06 Certificates. The Board shall 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 issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

Section 7.07 Annual Financial Report. Within sixty (60) days following the end of the fiscal year, the Board shall mail or furnish by person delivery to each Unit Owner a financial report of actual receipts and expenditures for the previous twelve (12) months.

Section 7.08 Fines. Fines may be levied as provided in the Declaration and shall become a lien, subject to foreclosure, against the Unit of the Owner against whom the fine is levied.

Section 7.09 Transfer Fee. Upon transfer of each Unit in the subdivision, including the initial transfer from the Declarant and all transfers subsequent to the initial purchase, the purchaser shall pay at closing to the Association an amount equal to two (2) months general assessments on that Unit, which fund shall be a one time contribution to the working capital fund of the Association and in no way shall be treated as a prepayment of assessments charged to that Unit in the two (2) months following the closing. No reimbursement shall be made to the Owner of the Unit for any transfer fee or capital contribution made by the Owner at the time of Owner's purchase of said Unit.

## **ARTICLE 8. RECORDS**

Section 8.01 Ownership Roster. Each Owner shall file with the Association a copy of the deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein.

Section 8.02 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each owner showing the assessments charged to and paid by such owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from him.

Section 8.03 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

Section 8.04 Inspection. The books, records, and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles, and the Bylaws of the Association as they may be amended from time to time shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

## **ARTICLE 9. AMENDMENT**

### **Section 9.01 Amendment Procedures.**

(a) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board acting upon a vote of the majority of the Directors, or by a majority of the Members of the Association, whether meeting as Members or by instrument in writing signed by them.

(b) Notice. Upon any amendment or amendments to the Bylaws being proposed by the Board or the Members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members. Not less than ten (10) days before the date set for the Special Meeting, the Secretary shall mail to each Member written notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall also be posted in a conspicuous place on the Common area not less than ten (10) days prior to the date set for the meeting. If mailed, the notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at the post office address which appears on the records of the Association. Any

Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the giving of notice to that Member.

(c) Approval and Certificate. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of two-thirds (2/3) of the Members to become effective. Thereupon, the amendment or amendments shall be transcribed and certified by the President and Secretary of the Association with the same formalities as a deed and with specific reference to the recording data identifying the Declaration. The original or executed copy of such amendment or amendments shall be recorded in the Public Records of Bay County within ten (10) days of being approved. Thereafter, a recorded copy of said amendment or amendments shall be delivered to all Owners, but delivery of a copy shall not be a condition precedent to the effectiveness of the amendment or amendments.

Section 9.02 Declarant Amendments. In addition to the manner herein provided for the amendment of these Bylaws, the provisions of these Bylaws may be amended, changed or added to at any time and from time to time (including, without limitation, in order to meet any requirements, standards or guidelines of FNMA, FHLMC, or FHA) upon the execution and recording of an instrument executed by the Declarant alone, for so long as it is a Class B Member.

Section 9.03 Declarant Rights. Notwithstanding anything to the contrary contained herein, no amendment of these Bylaws which shall abridge, modify, eliminate, prejudice, limit, amend or alter the rights of the Declarant, Declarant's affiliates, their designees, successors, and assigns, as set forth in the Declaration, may be adopted or become effective without the prior written consent of the Declarant. No amendment shall be made that is in conflict with the Articles or the Declaration. Notwithstanding anything to the contrary contained herein, until Declarant has transferred control of the Association as provided in the Declaration, no amendment to these Bylaws shall be effective unless the Declarant shall consent to and join in the execution of the amendment.

## **ARTICLE 10. RULES AND REGULATIONS**

Section 10.01 Common Property. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Area and any facilities or services made available to Owners.

Section 10.02 Units. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of Units provided, however, that copies of such Rules and Regulations are furnished to each Owner prior to the time the same become effective.

Section 10.03 Declarant Rights. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

## **ARTICLE 11. CONSTRUCTION**

Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular, or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

## **ARTICLE 12. CONFLICT**

If there are conflicts between Florida law, the Declaration, the Articles, and the Bylaws, then Florida law, the Declaration, the Articles and the Bylaws (in that order) shall prevail.

## **ARTICLE 13. CAPTIONS**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

## **ARTICLE 14. SELF DEALING, VALIDITY OF AGREEMENT, AND WAIVER OF CLAIMS.**

Section 14.01 Self-Dealing. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, Members or the Declarant shall be invalidated or affected by reason that any of them hold the same or similar positions with another property owners association within the Property or that they are financially interested in the transaction or that they are employed by the Declarant or Declarant's affiliates or designees.

Section 14.02 Validity of Agreement. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, Members, the Declarant, its shareholders, affiliates, agents or employees hold a financial interest in or with the individual or entity.

Section 14.03 Waiver of Claims. By acquisition of a Unit within the Property, or any interest therein, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract, equity or otherwise arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Declarant, Association, their respective Directors, officers, agents and employees, and Members.

## ARTICLE 15. COMPLIANCE AND ENFORCEMENT

Section 15.01 Compliance by Owners. Every Owner and his or her tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Board as well as the covenants, conditions and restrictions of the Declaration, as they may be amended from time to time.

Section 15.02 Enforcement. Failure to comply with the Declaration, these Bylaws, and/or any of the Rules and Regulations shall be grounds for immediate action by the Association which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association shall also have the right to suspend rights to use the Common Area as specified herein.

Section 15.03 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Covenant Enforcement Committee (as hereinafter defined), a fine or fines may be imposed upon an Owner for failure or any of the other parties described above, to comply with their obligations under the Declaration, these Bylaws or with any rule or regulation of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a meeting of the Covenant Enforcement Committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director, or employee of the Association, at which time the Owner shall present reasons why fines should not be imposed. At least fourteen (14) days written notice of the meeting shall be given.

(b) Hearing. The non-compliance shall be presented to the Covenant Enforcement Committee, after which the committee shall hear reasons why a fine should not be imposed. A written decision of the Covenant Enforcement Committee shall be mailed to the Owner no later than ten (10) days after the meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses, although the proceeding shall not be subject to the Florida Rules of Evidence and the Florida Rules of Civil Procedure;

(c) Amounts of Fines. The Board shall from time to time prescribe the amounts of fines in their reasonable discretion and shall establish a schedule of fines for first non-compliance or violation; second non-compliance or violation; and third and subsequent non-compliances or violations. This schedule shall be part of the Rules and Regulations of the Association as they may be amended from time to time by the Board.

(d) Payment of Fines. Fines shall be paid no later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. As to Owners, the Association may take any available legal or equitable action necessary to collect fines.

(f) Application of Fines. All monies received from fines shall only be expended for the improvement or beautification of Common Area as directed by the Board.

(g) Non-Exclusive Remedy. Fines as provided herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

## **ARTICLE 16. STORMWATER MANAGEMENT SYSTEM**

16.01 The Association shall operate, maintain and manage the stormwater management system in a manner consistent with the requirements of Northwest Florida Water Management District Permit and applicable Agency rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

16.02. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the stormwater management system.

16.03. The assessments shall be used for the maintenance and repair of the stormwater management systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

16.04. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and Applicant's Handbook Volume 1, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

16.05. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.