

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.**  
**(A Corporation Not For Profit)**

The Board of Directors of **JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, hereby adopts the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and all amendments thereto.

**ARTICLE I. NAME, PRINCIPAL OFFICE, AND CORPORATION INFORMATION**

**Section 1. Corporate Name.** The name of this corporation is **JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.** (herein, the "Association").

**Section 2. Principal Office.** The principal address of the Association is 3050 Pan American Boulevard, North Port, Florida, 34287. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

**Section 3. Additional Corporate Information.** . Those certain lots or blocks of land incorporated herein by reference in that certain subdivision plat entitled "Fifty-Second Addition to Port Charlotte Subdivision," according to the Plat thereof, recorded in Plat Book 21 at Pages 13 through 13A-13NN of the Public Records of Sarasota County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation, are hereafter referred to as "The Properties".

**Section 4. Definitions.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration of Covenants and Restrictions (Declaration). Said definitions are hereby incorporated by reference.

**ARTICLE II. PURPOSES**

**Section 1. Not for Profit Corporation.** The Association does not contemplate pecuniary gain or profit to its Members. The Association is organized as a not for profit corporation pursuant to Chapter 617, Florida Statutes, and as a statutory homeowners association pursuant to Chapter 720, Florida Statutes, both as amended from time to time.

**Section 2. General Purposes.** The general nature, objects and purposes of the Association include but are not limited to the following:

a. To promote the common benefit and enjoyment of the Owners of all Lots located within The Jockey Club that are subject to the terms of the Declaration, as amended from time to time.

b. To maintain all Common Properties for which the obligation to maintain and repair has been assigned or delegated to the Association.

c. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the Common Properties, including, without limitation, buildings, structures, streets, sidewalks, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines from time to time necessary or desirable for the promotion of the common benefit and enjoyment of the Members of the Association.

d. To carry out all of the duties and obligations assigned to it as a homeowners association under the terms of the Declaration for Lots in The Jockey Club and pursuant to Chapter 720, Florida Statutes, as amended from time to time.

e. The Association is to provide for the architectural control of all Lots within The Jockey Club.

f. The Association may also conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit and homeowners associations in order to carry out the covenants and enforce the provisions of its Governing Documents.

### **ARTICLE III. GENERAL POWERS**

**Section 1. Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit and a homeowners' association, which are not in conflict with the terms of its Governing Documents.

**Section 2. Specific Powers.** The Association shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

a. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, transfer, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association.

b. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

c. To acquire, own, operate, hold, administer, insure, maintain, repair, alter, improve, manage, and replace all Common Properties of The Jockey Club.

d. To fix, levy, establish, and collect a budget and to fix annual and special assessments to be levied against all Lots which are subject to assessment pursuant to the aforesaid Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures,

including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

e. To place liens against any Lot subject to assessment for delinquent and unpaid assessments, late fees, interest, costs, attorney's fees and/or other charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such amounts for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

f. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in the Governing Documents and under Chapter 720, Florida Statutes.

g. To promulgate, adopt, amend, alter, revoke, and enforce Rules and Regulations, covenants, restrictions, and agreements that govern the Common Properties and Lots in The Jockey Club.

h. To delegate such of the powers of the Association to independent contractors, committees, management companies, and to other agents as may be deemed to be in the Association's best interest by the Board of Directors and in accordance with the Bylaws and Declaration.

i. To charge recipients for services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

j. To pay all costs, expenses, obligations, and to pay taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

k. The authority, but not the legal obligation or duty, to enforce by any and all lawful means the obligations of Members and the provisions of these Articles of Incorporation, the Bylaws of the Association, the Declaration of Covenants and Restrictions, and the terms and provisions of the aforesaid Declaration and any and all architectural standards or guidelines.

l. The Association shall have the authority, but not the obligation, to sue or be sued; provided however, that the Association's right to sue is limited by Section 720.303(1), Florida Statutes.

m. To purchase and maintain such insurance policies as required by Florida law or its Governing Documents or as may be deemed desirable by the Board of Directors.

n. In general, to have and exercise all common law rights, powers and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonably to be implied or inferred from the exercise of any right, power, or privilege so granted, or granted by the Governing Documents, or as reasonably necessary to effectuate the exercise of any right, power or privilege so granted, except as specifically prohibited herein.

o. To create and disband committees as further provided in the Governing Documents.

p. To employ personnel; to retain attorneys, engineers, architects, accountants, managers, and other independent contractors and professionals; and to enter into service contracts to provide for the maintenance, operation, and management of the Common Properties; and to enter into other agreements consistent with the purposes and regulations of the Association.

q. To borrow money and mortgage, pledge, deed in trust, assign, grant security interests in, or otherwise pledge its real and personal property, assessments and accounts as security for money borrowed, debts incurred or any of its other financial obligations.

**Section 3. Emergency Powers.** To the extent allowed by law, unless specifically prohibited by the Governing Documents, and consistent with Section 720.316, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by The Jockey Club, may exercise the following powers:

a. **Relocate Principal Office.** The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

b. **Assistant Officers.** The Board of Directors may name any person or persons to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

c. **Emergency Meetings.** The Board of Directors may conduct Board, committee or membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board deems appropriate under the circumstances. The Directors in attendance at such a Board meeting (if more than two (2) Directors) shall constitute a quorum.

d. **Cancel and Reschedule Meetings.** The Board may cancel and reschedule any Association meeting.

e. **Agreements.** The Board may enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

f. **Disaster Plan.** The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared.

g. **Association Property Unavailable for Entry.** Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Common Properties unavailable for entry or occupancy by Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

h. **Mitigate Damage.** The Board may mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Common Properties.

j. **Pledge Association Assets and Borrow Money.** Without Owners' approval and notwithstanding any other provision of the Governing Documents, the Board may borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Bylaws and the Declaration.

k. **Limitation on Authority.** The authority granted under this paragraph is limited to that time reasonably necessary to mitigate further damage and make emergency repairs to the Common Properties.

l. **Good Faith.** Corporate action taken in good faith to meet the emergency needs of the Association, its Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being reasonable and necessary.

#### **ARTICLE IV. MEMBERS**

**Section 1. Membership.** The Members of this Association shall consist of all Owners of Lots that are subject to the provisions of said Declaration of Covenants and Restrictions. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot. The manner of admission and voting rights shall be more fully set forth and regulated by the Bylaws and the Declaration.

**Section 2. Termination of Membership.** The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two or more Lots so long as such Member owns at least one Lot.

**Section 3. Membership Roster.** The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his or her name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be property given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County, Florida or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's official records until notified in writing of any change in ownership.

#### **ARTICLE V. VOTING**

**Section 1.** There will be one vote for each Lot. All votes shall be cast in the manner provided in the Bylaws and the Declaration.

**Section 2.** **Quorum.** The presence at the meeting of members entitled to cast, or entitled by ballot to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation, the Bylaws, or the Declaration of Covenants and Restrictions of this corporation.

## **ARTICLE VI. BOARD OF DIRECTORS**

**Section 1.** **Board of Directors.** The affairs and operation of the Association shall be managed by a Board of nine (9) Directors. Directors shall satisfy all requirements contained in the Bylaws and in Chapter 720, Florida Statutes. All Directors shall be elected by the Members in accordance with the Bylaws.

**Section 2.** **Terms of Office.** The Directors shall serve staggered terms of three (3) years in accordance with the provisions of the Bylaws. Any elected Director may be removed from office with or without cause by majority vote of the Members in the manner provided in Chapter 720, Florida Statutes.

## **ARTICLE VII. OFFICERS**

The Officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. Officers shall be elected from among the membership of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws. All Officers shall hold office at the pleasure of the Board of Directors.

## **ARTICLE VIII. CORPORATE EXISTENCE AND DISSOLUTION**

**Section 1.** **Perpetual Existence.** The Association shall have perpetual existence, unless sooner dissolved in the manner provided below.

**Section 2.** **Dissolution.** The corporation may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the entire membership. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consistent with Article VIII, Sect 3 hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

**Section 3.** **Assets After Dissolution.** Upon dissolution of the corporation the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Corporation, Association, Trust, or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the

corporation. No such disposition of Jockey Club of North Port Property Owner's Association, Inc., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

#### **ARTICLE IX. BYLAWS**

The Bylaws may be altered, amended or rescinded by a majority vote of a quorum of the Membership at a duly-noticed meeting held in accordance with the Bylaws.

#### **ARTICLE X. AMENDMENTS TO ARTICLES OF INCORPORATION**

**Section 1. Proposal and Adoption.** The Board of Directors may propose an amendment to these Articles of Incorporation. The Articles of Incorporation may be amended upon the affirmative approval of by a majority of a quorum of the Association's Members at a duly-noticed meeting.

**Section 2. Certificate of Amendment.** The Association shall file a copy of each amendment to these Articles of Incorporation with the Florida Secretary of State. The Association shall also record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

#### **ARTICLE XI. BUDGET AND EXPENDITURES**

The Board of Directors shall obtain funds with which to operate by annual and/or special assessment of its Members in accordance with the provisions of said Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all Lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time amend, approve or ratify variations from such budget.

#### **ARTICLE XII. FINANCIAL REPORTING**

The Association shall prepare an annual financial report within the time period provided by Section 720.303(7), Florida Statutes, and provide same, or a notice that a copy of the financial report is available, to each Member at no charge to the Member. The financial report shall be prepared as set forth in Florida Statute 720.303(7).

#### **ARTICLE XIII. INDEMNIFICATION**

**Section 1 Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorney's fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless:

a. A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and

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

**Section 2 Expenses.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article XIII, Section 1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**Section 3 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

**Section 4 Miscellaneous.** The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary notwithstanding, the provisions of Article XIII may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

**Section 5 Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.



**AMENDED AND RESTATED BYLAWS OF JOCKEY CLUB OF NORTH PORT  
PROPERTY OWNERS' ASSOCIATION, INC.**

These are the Amended and Restated Bylaws of the Jockey Club of North Port Property Owners' Association, Inc., a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation. This association is organized for the purposes of administering the governing documents of the community known as Jockey Club, located in the Fifty-Second Addition to Port Charlotte Subdivision, in accordance with Chapter 720, Florida Statutes, as amended from time to time. The property in this community is subject to the Declaration of Restrictions recorded in Official Record book 950, Page 389, and the Supplementary Declaration of Covenants and Restrictions of the Fifty-Second Addition to Port Charlotte Subdivision, recorded in Official Record Book 1199, Page 299, as amended from time to time, (collectively referred to as the "Declaration") all in the Public Records of Sarasota County, Florida.

**ARTICLE I. DEFINITIONS**

The terms used in these bylaws shall have the same definitions and meanings as those set forth in the Declaration and in Chapter 720, Florida Statutes, as applicable, unless provided to the contrary, or unless the context otherwise requires.

**Section 1.** **"Association"** shall mean and refer to the Jockey Club of North Port Property Owner's Association, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida.

**Section 2.** **"The Properties"** shall mean and refer to those certain lots or parcels of land described in the Declaration and being subject to the Declaration.

**Section 3.** **"Common Properties"** shall mean and refer to parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

**ARTICLE II. LOCATION**

**Section 1.** The principal office of the Association shall be located at 3050 Pan American Blvd., North Port, FL 34287.

**ARTICLE III. MEMBERSHIP**

**Section 1.** **Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration shall automatically be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by the Declaration.

**Section 3.** The membership rights of any person whose interest in The Properties is subject to assessments under the Declaration may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period of time up to the maximum allowed by law.

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

**Section 1. Voting Rights.** There shall be one vote for each lot. and votes shall not be divisible. In the event any member owns more than one lot, the member shall be entitled to one vote for each such Lot.

**Section 2. Majority Vote.** The acts approved by a majority of the votes present by ballot, or in person at a meeting at which a quorum is present shall be binding upon all members and owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws.

**Section 3. Determination as to Voting Rights.**

**3.1. Single Owner.** If a Lot is owned by one individual, that person is entitled to cast the vote attributable to such Lot.

**3.2. Multiple Owners.** If a Lot is owned by more than one individual, the person entitled to cast the vote attributable to the Lot may be designated by a certificate signed by all owners of the Lot and filed with the Association. If no certificate is on file, any one of such co-owners may exercise the voting interest with respect to such Lot. In the event that there is a conflict among the co-owners, the voting interest for such Lot shall not be counted, but the presence of one or more co-owners in person or by proxy may still be counted for purposes of achieving a quorum.

**3.3. Life Estate.** If a Lot is owned as a life estate, the life tenant shall be entitled to cast the vote attributable to the Lot.

**3.4. Corporations, Partnerships and Limited Liability Companies.** If a Lot is owned by a corporation, partnership or limited liability company, the Association shall have the authority to require the owner to designate in writing the officer, partner, manager, member, employee or agent thereof entitled to cast the vote attributable to such Lot. The Board shall have the authority

to adopt standards for what type of documentation and certification is acceptable for adequately determining the individual that has the authority to cast the vote for the entity.

**3.5. Trusts.** If a Lot is owned by a trust, the grantor or trustee shall be considered a Member and entitled to cast the vote unless otherwise provided by law. Multiple grantors or trustees shall be subject to the same provisions as multiple owners.

**3.6. Estates and Guardianships.** If a Lot is subject to administration by a duly authorized and acting personal representative or guardian of the owner of the property, then such fiduciary shall be entitled to cast the vote attributable to such Lot upon filing with the Association a current certified copy of his letters of administration or guardianship or other documents sufficient to establish the right to vote for the Lot.

**3.7. Certificates.** Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until the earlier of any date specified therein or by any owner's revocation of such certificate in writing delivered to the Association.

**3.8. Liability of Association.** Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of voting interests, and no election or action shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests (e.g., the execution of a voting certificate as described above).

**Section 4. Annual Membership Meeting.** The regular annual meeting of the members shall be held on the 2<sup>nd</sup> Thursday of the month of March in each year. If the day for the annual meeting of the members shall fall upon a holiday or upon an election day, the meeting shall be held on the first Thursday following which is not a holiday or an election day. The Board shall have the authority to designate a different date and time for the meeting if circumstances arise that require a different date and time at the discretion of the Board.

**Section 5. Special Membership Meetings.** Special meetings of the members for any purpose may be called at any time by the President, or by a majority of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

**Section 6. Notice of Annual/Special Membership Meetings.** Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either

personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election or any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties, notice of such meeting shall be given or sent as therein provided. In lieu of providing mailed written notice for any members meeting to the individual members, the Association shall have the authority to electronically transmit, via electronic mail or facsimile, notice of such members meetings to any member that consents in writing to receiving notice of members' meetings by electronic transmission. Proof of such mailing or delivery of notice shall be given by affidavit or certificate of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

**Section 7. Quorum.** The presence at the meeting of members entitled to cast, or entitled by ballot to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation, the Bylaws, or the Declaration of Covenants and Restrictions of this corporation.

**Section 8.** At all meetings of members, each member may vote in person or by proxy. Proxies will only be used to establish a quorum at members' meetings. A proxy shall be in writing, be dated, state the date, time and place of the meeting for which it is given, and be signed by the designated voting representative, or the owners if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened from time to time, and must be filed with the secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person by the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

**Section 9. Adjournment of Members Meetings.** If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date. At the time of the adjournment, the new date, time and place of the continuation of the adjourned meeting must be announced at the meeting, failing which new notice must be given

**ARTICLE V.  
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY**

**Section 1.** Each member shall be entitled to the use and enjoyment of the common properties and facilities owned or operated by the Association.

**Section 2.** Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family or lessees (tenants) who reside upon The Properties. Such member shall notify the office in writing of the name of any such person and of the relationship of the member to the person. The rights and privileges of such person are subject to suspension to the same extent as those of the member.

**ARTICLE VI. ASSOCIATION PURPOSES AND POWERS**

**Section 1.** The Association has been organized to promote the common benefit and enjoyment of the property owners in those certain lots or parcels subject to the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in the Declaration, hereinafter referred to as "The Properties", and for this purpose the Association has the authority but not the obligation to:

(a) own, acquire, build, operate, and maintain recreation facilities for the benefit of the property owners, including but not limited to: parks, playgrounds, swimming pools, golf courses, common, open spaces, streets, bicycle paths, equestrian paths and footways, including buildings, structures and personal properties incident thereto, hereinafter referred to as "the Common properties and facilities", (b) fix assessment (or charges) to be levied against The Properties; and (c) pay taxes, if any, on the common properties and facilities, and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

**Section 2.** Additions to the properties described in Section 1 of this Article may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by ballot at the meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

**Section 3.** **Mergers and Consolidations.** Subject to the provisions of the recorded covenants and restrictions applicable to The Properties, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other not for -profit corporations

organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by ballot at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 4. Mortgages - Other Indebtedness.** The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of the members who are voting in person or by ballot at a meeting duly call for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

**Section 5. Dedication of Properties or Transfer of Function to Public Agency or Utility.** The corporation shall have power to dispose of its real properties only as authorized under the recorded Articles, Covenants and Restrictions applicable to said properties.

## **ARTICLE VII. BOARD OF DIRECTORS**

**Section 1. Board of Directors.** The affairs of the corporation shall be managed by a Board of nine (9) Directors.

**Section 2. Term.** The Directors shall serve staggered terms of three (3) years. In the event that an amendment to the Bylaws reduces the number of Directors, no such amendment shall be deemed to reduce the term of any duly elected or appointed director. The Board shall have the authority to adopt election procedures and terms for certain vacancies in future elections to ensure that the Directors will serve staggered terms and maintain a degree of continuity and experience on the Board.

**Section 3. Vacancies.** Vacancies in the Board of Directors shall be filled by appointment by the other Directors at a special meeting duly called for that purpose. Such appointed Director shall serve the remainder of the director's term, or at the discretion of the Board, the Board may require that the replacement be elected by the members at the next annual meeting to fill the remainder of the term. Notwithstanding the foregoing, Directors removed via a recall procedure shall be replaced in accordance with Florida law. Any Director may resign at any time by sending written notice to the Association. Such resignation shall take effect upon receipt by the Association, unless otherwise specified in the resignation. Any director shall be deemed to have resigned if he or she no longer has a requisite ownership interest in a Lot and ceases to be a Member.

**Section 4. Qualification.** Directors shall be members of the Association. A Member who is delinquent in the payment of any monetary obligation to the Association for more than

ninety (90) days is not eligible for board membership. A person who has been convicted of any felony in this state, or a crime in another state or jurisdiction that would be a felony in this state, is not eligible for board membership unless his or her civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the board.

**Section 5.**     **Compensation.** No Director or Officer shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director or Officer may be reimbursed for actual expenses incurred as a Director or Officer. Any transaction with a Director or Officer, or a corporation, firm, association that is not an affiliated homeowners' association, or any other entity in which a Director or Officer is also a director of officer or is financially interested, the Board must comply with the requirements of Chapter 720, Florida Statutes. An officer, director, or manager may not solicit, offer to accept, or accept any good or service of value for which consideration has not been provided for his or her benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the Association, except as may be permitted by law. Any officer or director violating this provision shall be removed from his or her position, and the vacancy shall be filled according to law until the end of the director's term of office.

#### **ARTICLE VIII. ELECTION OF DIRECTORS: ELECTION COMMITTEE**

**Section 1.**     Election to the board of Directors shall be by written ballot as hereinafter provided. At such elections, the members may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to the properties. The names receiving the largest of votes shall be elected. A ballot cast by mail or cast personally prior to the start of the meeting shall be considered as cast personally and shall not require a proxy to be considered as legally cast. Such ballots shall not be counted to establish a quorum unless accompanied by a proxy.

**Section 2.**     The Board shall have the authority to create an Election Committee to search for candidates that are qualified and willing to serve on the Board of Directors and encourage such individuals to be candidates for the Board.

**Section 3.**     The Election Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Election Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

**Section 4.**     The Election Committee shall attempt to obtain as many qualified candidates for election to the Board of Directors as it shall in its discretion determine, in order to obtain enough candidates to fill the vacancies. All members of the Association may nominate themselves to serve on the Board, and if elected may serve unless otherwise disqualified for service in accordance with the Association's governing documents or Florida law. Nominations

shall be placed on written ballot as provided in Section 5 and shall be made in advance of the time affixed in Section 5 for the mailing of such ballots to members.

**Section 5.** All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies that are to be filled; (b) set forth the names of the candidates for such vacancies; and (c) contain spaces for a write-in vote by the members and shall be mailed to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

**Section 6.** Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon.

**Section 7. Certification.** Unless otherwise required by law, within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association's governing documents; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of such written certification, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a state-approved education provider within one (1) year before or ninety (90) days after the date of the election or appointment. The written certification or educational certificate shall be retained by the Association for at least five (5) years.

**Section 8. Fiduciary Duty of Directors and Officers.** Directors and Officers shall act in good faith in the performance of all duties.

## **ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1.** The Board of Directors shall have all powers provided in the Association's governing documents and applicable Florida law, including but not limited to the following: (a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided in Article IV, Section 5; (b) to appoint and remove at pleasure all offices, agents and employees of the Association less those specified in Art XI, Sect 9, prescribe their duties, fix their compensation, and require of them such security and fidelity bond as it may deem expedient. The Board of Directors shall not employ any Officer of Director of the Association in any capacity whatsoever; (c) to establish, levy and assess, and collect the assessments or charges referred to in the Association's governing documents; (d) to adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon; (e) to exercise for the Association all powers, duties and authority vesting in or delegated to this Association, except those reserved to the meeting or to members in the



covenants; (f) in the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may be action taken at the meeting during which said absence occurs, declare the office of said absent Director to be vacant.

**Section 2.** It shall be the duty of the Board of Directors (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof at a special meeting when such is requested in writing by one-fourth (1/4) of the voting members of this Association and to see that their duties are properly applicable to the Properties, (b) to fix the amount of the assessment against each lot (property) for each assessment period at least thirty days in advance of such date or period and, at the same time; (c) to prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member to the extent required by Florida law, and, at the same time; (d) to send the written notice of each assessment to every owner subject thereto; and (e) to issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid.

**Section 3. Enforcement.** The Board shall have the authority to suspend the right of use of the Common Properties (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member, or the Member's tenant, guest, or invitee, and/or suspend the voting rights of a Member that is more than ninety (90) days delinquent in payment any monetary obligation due to the Association, and such suspensions may be imposed at a properly noticed board meeting. The Association shall notify the owner in writing of such suspension. The Association shall also have the authority to impose fines and/or suspension of use rights for violations of the Association's governing documents, in accordance with Florida law and procedures adopted by the Board. The Association may levy reasonable fines of up to \$250.00 per violation against any Owner, Tenant, Guest, or Invitee for the failure of the Owner or any Owner's Family, Tenant, Guest or Invitee to comply with any provision of the Governing Documents. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Parcel but a fine in excess of \$1,000.00 shall be secured by a lien as a Special Assessment. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court. A fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine proposed by the Board of Directors. If the Board of Directors imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the Owner and, if applicable,

to the Owner's Family, Tenant, Guest or Invitee.

#### **Section 4. Fiscal Management.**

**4.1. Budget.** The Board shall adopt a budget for each fiscal year which shall include the estimated revenues and expenses (including any reserves established in accordance with the Declaration or by Florida law) for the year, and the estimated surplus or deficit as of the end of the year immediately preceding the budget year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

**4.2. Assessments.** Annual Assessments shall be made as set forth in the Declaration. Such Assessment shall be due annually in advance on the date established by the Board, or at the discretion of the Board, in such installments as the Board may determine, payable at the times the Board determines. If an annual Assessment is not made timely, an Assessment shall be presumed to have been made in the amount of the last prior Annual Assessment, which Assessment may be adjusted at such time as the Board levies and establishes the annual Assessment. Annual Assessments may be adjusted by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership meeting. If the Annual Assessment proves to be insufficient the Board may levy Special Assessments from time to time as may be necessary, again with the approval by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership or special membership meeting.

**4.3. Depository.** The Depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other orders signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Association may be co-mingled or kept in separate accounts except as otherwise required by the Declaration.

**4.4. Financial Report.** A financial report shall be prepared annually by the Association within ninety (90) days after the close of the fiscal year, and not later than twenty-one (21) days after the report is completed, but not later than one hundred twenty (120) days after the end of the fiscal year, either (a) a copy of the report shall be furnished to each Member, or (b) written notice shall be given to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested shall be furnished within ten (10) business days after receipt of the request. Such reports shall consist of either of (i) financial statements presented in conformity with generally accepted accounting principles, or (ii) a financial report of actual receipts and expenditures, cash basis, which report must show the amount of receipts and expenditures by classification, and the beginning and ending cash balances of the Association. The financial

statements shall be prepared in accordance with Chapter 720, Florida Statutes.

**4.5. Estoppel Certificates.** Within ten (10) business days after the date on which a request for an estoppel certificate is received from an owner or holder of a mortgage on a Lot, the Association shall provide a certificate as set forth in Section 720.30851, Florida Statutes, as it may be amended from time to time, signed by an officer or authorized agent of the Association stating all assessments and other moneys owed to the Association with respect to the parcel, and the Association or agent may charge a fee for the preparation of the certificate in amount up to the highest amount allowed by law.

**4.6. Failure to Pay Assessments.** The Association shall have all lien and foreclosure rights as set forth in the Declaration and Florida law, and delinquent assessments shall be subject to interest and late fees in amounts up to the highest amount permitted by law. The lien shall secure all delinquent assessments, interest, and late fees, as well as any attorney's fees and costs incurred by the Association as a result of the delinquency.

## **Section 5. Insurance**

**5.1. General.** The Association shall maintain general liability insurance coverage and adequate hazard and casualty insurance coverage on the improvements on the Common Properties with coverage sufficient to repair the improvements on Common Properties in the event of a casualty, and all premiums and deductibles shall be a common expense. The Association shall have no obligation to maintain insurance on any portion of any Lot in the community.

**5.2. Fidelity Bonding or Insurance.** The Association shall maintain Fidelity Bonds or insurance covering all directors, officers and employees of the Association and managing agents who will have custody of Association funds, with coverage of the maximum funds that will be in the custody of the association or its agents or employees at any one time, unless waived in accordance with Florida law.

**5.3. Other Insurance.** Such other insurance coverage as appropriate from time to time, such as flood, workers compensation, directors and officers insurance, or any other insurance policy coverage may be obtained in the discretion of the Board as a common expense.

## **ARTICLE X. DIRECTORS' MEETINGS**

**Section 1. Regular Board Meetings.** Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

**Section 2. Organizational Board Meeting.** The organizational meeting of a newly

elected Board shall take place immediately after the election of new directors at the annual meeting, or must otherwise be held within ten (10) days of its election, at such place and time as shall be fixed by the chairman of the meeting at which they were elected.

**Section 3.** Special meetings of the Board of Directors shall be held when called by an Officer of the Association or by any two directors at large after not less than forty-eight (48) hours' notice to each director, except in emergencies.

**Section 4.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. Any Director may waive notice of any regular or special board meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at any meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened. All such waivers, consents, or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

**Section 5. Quorum and Voting.** The majority of the Board of Directors shall constitute a quorum thereof. Directors may not vote by secret ballot or by proxy at board meetings, except that secret ballots may be used in the election of officers.

**Section 6. Notice of Board Meetings to Members.** Notice of each regular or special Board meeting shall be posted in a conspicuous place in the subdivision at least forty-eight (48) hours prior to the meeting. All notices shall state the time and place of the meeting and, if a special, meeting, the purposes thereof. As an alternative to such posting, notice must be mailed or delivered to each Member at least seven (7) days before the meeting. Such posting or alternate provision of notice shall not be necessary in an emergency. No Assessments may be levied at any Board meeting unless the notice thereof includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on in the subdivision not less than fourteen (14) days before the meeting.

**Section 7. Attendance via Teleconference.** A Board member may be permitted to attend and participate in any regular or special Board meetings via telephone conference or other adequate electronic means, provided that adequate technology, microphones, and/or speakers are utilized so that the conversation of those Board members attending by telephone or other means may be heard by the board members attending in person, as well as by any owners

present at the meeting.

**Section 8. Adjourned Meetings.** If, at any proposed meeting of the Board of Directors, 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 newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

**Section 9. Presiding Officer.** The presiding officer at any directors' meeting shall be the president, and in the absence of the president, the remaining directors shall designate a presiding officer.

**Section 10. Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Directors, Members or their authorized representatives, for proper purposes (subject to attorney-client privilege) at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. A vote or abstention from voting on each matter voted upon for each Director present at a board meeting must be recorded in the minutes.

**Section 11. Open Meetings.** Meetings of the Board shall be open to all Members except for any meeting for the purpose of discussing personnel matters, for meetings between the Board and its attorney to discuss proposed or pending litigation, or for other meetings where the Board may be provided with the authority to exclude members from the meetings in accordance with applicable law. The Board shall have the authority to adopt written policies and procedures regarding member participation at Board Meetings.

## **ARTICLE XI. OFFICERS**

**Section 1.** The Officers shall be a president, a vice president, a secretary and a treasurer.

**Section 2.** The officers shall be chosen by majority vote of the directors.

**Section 3.** All officers shall hold office for annual terms, unless otherwise removed by a majority vote of the Directors.

**Section 4.** The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The president may co-sign checks which require two signatures.

**Section 5.** The vice president shall perform all duties of the president in his absence.

**Section 6.** The secretary of the Board of Directors shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the

Association together with their addresses as registered by such members. The secretary may co-sign checks, which require two signatures.

**Section 7.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, if available. All checks require two signatures. Those authorized to sign checks are President, Vice President, Secretary and Treasurer.

**Section 8.** The treasurer shall keep proper books of account and cause an annual financial review of the Association books to be made at the completion of each fiscal year. He shall prepare an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

**Section 9. Management.** The Association may employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers. The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall determine appropriate to actively manage the affairs of the association, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. In the event that a manager or management company is hired by the Board, the Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent in regard to said duties. The employment of managers or management companies requires the approval of the membership by a vote in person by or ballot at which a quorum is present at a Special Meeting called for this purpose.

## **ARTICLE XII. COMMITTEES**

**Section 1. The Standing Committees** of the Association shall be: The Election Committee; The Recreation Committee; The Maintenance Committee; The Environmental Control Committee; Publicity Committee; The Financial Review Committee; The Fining Committee, The Welcoming Committee, the Beautification Committee and The City Liaison Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include at least one (1) member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors. The Board of Directors may appoint such other committees as it deems desirable.

**Section 2. The Election Committee** shall have the duties and functions described in

Article VIII, Elections.

**Section 3.** **The Recreation Committee** shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

**Section 4.** **The Maintenance Committee** shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

**Section 5.** **The Environmental Control Committee** shall have the duties and functions described in the Declaration applicable to the Properties. It shall watch for any proposals, programs, or activities which may adversely affect the common benefit and enjoyment of the Properties and shall advise the Board of Directors regarding Association action on such matters.

**Section 6.** **The Publicity Committee** shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

**Section 7.** **The Financial Review Committee** shall supervise the annual financial review of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

**Section 8.** **The City Liaison Committee** shall work with the City of North Port on behalf of the Association.

**Section 9.** **The Fining Committee** shall uphold or reject fines or suspensions levied by the Board.

**Section 10.** **The Welcoming Committee** shall reach out to our new members (owners and renters) and give them a hearty welcome, and to provide them with a welcome packet

**Section 11.** **The Beautification Committee** shall organize volunteer efforts of property owners for projects, such as planting, painting, clean-up and beautification, primarily of the entrance, Jockey Club grounds, and entrance signs and parking areas. The Committee will also award a Jockey Club member with the best kept home of the month.

**Section 12.** With the exception of the Election Committee and the Environmental Control Committee (but then only as to those functions that are governed by Article VI, VII, and IX. Declaration of Covenants and Restrictions applicable to the Properties), each committee shall have power to appoint a subcommittee from among its membership.

**Section 13.** It shall be the duty of each committee to receive complaints from the members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

### **ARTICLE XIII. AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the members, by written ballot or a vote of members in person which a quorum is present provided that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the Properties may not be amended except as provided in such Covenants and Restrictions.

### **ARTICLE XIV. MISCELLANEOUS**

**Section 1.** **Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any members in the manner prescribed by Chapter 720. The Board shall have the authority to adopt reasonable rules and regulations regarding the frequency, time, location, notice, records to be inspected, and manner of inspections to the fullest extent allowed by law. The Association may impose fees to cover the costs of providing copies of the official records, including costs of personnel to retrieve and copy the records to the fullest extent allowed by law. The Association shall not be required to provide access to certain records if access to such records is otherwise limited by law.

**Section 2.** **Corporate Seal.** Any Association seal shall have in circular form having within its circumference the words: Jockey Club of North Port Property Owners' Association, Inc., a not-for-profit corporation, incorporated Florida, 1977

**Section 3.** **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st of each year and terminating December 31st of that same year.

**Section 4.** **Florida Statutes.** Whenever these Bylaws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they are amended from time to time.

**Section 5.** **Severability.** Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

**Section 6.** **Conflict.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Bylaws shall control; and in the case of any conflict between the Covenants and Restrictions applicable to the Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.



**AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF RESTRICTIONS  
AFFECTING LOTS IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE  
SUBDIVISION**

**ALSO KNOWN AS THE JOCKEY CLUB**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Jockey Club of North Port Property Owners' Association, Inc. (the "Association"), a Florida not-for-profit corporation.

WITNESSETH:

**WHEREAS** the Original Declaration of Restrictions (the "Original Declaration") was recorded by the Developer (General Development Corporation, a Delaware corporation) in Official Record Book 950, Page 389, in the Public Records of Sarasota County, Florida, as amended, submitting certain property, as further described herein, to the terms and conditions of the Original Declaration and any amendments thereto; and

**WHEREAS** the Supplementary Declaration of Covenants and Restrictions (the "Supplementary Declaration" or "Declaration") was recorded in Official Record Book 1199, Page 299, in the Public Records of Sarasota County, Florida, as amended; and

**WHEREAS** the Original Declaration and Supplemental Declaration were preserved pursuant to Chapter 720, Florida Statutes, through Association action as described in the Notice of Preservation of Declaration of Restrictions recorded as Instrument #2005049215 in the Public Records of Sarasota County, Florida; and

**WHEREAS**, the members of the Jockey Club of North Port Property Owners' Association, Inc. (the "Association") have voted to amend and restate the above-referenced Declaration for the purpose of incorporating all amendments into the body of the Declaration, to update the documents to be consistent with Florida law, and to otherwise make amendments in the interests of the members of the Association as provided herein.

**NOW, THEREFORE**, the Association declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, restrictions, conditions, easements, charges and liens contained herein.

**ARTICLE I  
DEFINITIONS**

The following terms when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

**Section 1. "Articles of Incorporation"** shall mean the Articles of Incorporation, and any recorded amendments thereto, of the Association, which are attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2. "Association"** shall mean and refer to Jockey Club of North Port Property Owners' Association, Inc., a Florida not for-profit corporation, its successors and assigns.

*2018 Amended and Restated Declaration of Covenants and Restrictions  
JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC*

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

**Section 4.** **"Bylaws"** shall mean the Bylaws, and any amendments thereto, of the Association and are incorporated herein by reference.

**Section 5.** **"Common Properties" or "Common Area"** shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as more fully described in Article II hereof.

**Section 6.** **"Developer"** shall mean and refer to General Development Corporation, a Delaware corporation, as the developer of the subdivision.

**Section 7.** **"Declaration" or "Amended and Restated Declaration"** shall mean and refer to this **AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF RESTRICTIONS AFFECTING LOTS IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION ALSO KNOWN AS THE JOCKEY CLUB**, as it is amended from time to time.

**Section 8.** **"Living Unit"** shall mean and refer to any portion of a building situated on the Properties designed and intended for use and occupancy as a residence by a single family.

**Section 9.** **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as defined herein.

**Section 10.** **"Member(s)" or "Owner(s)"** shall mean and refer to those persons or entities entitled to membership as provided in this Declaration, the Articles of Incorporation and the Bylaws, through record ownership of a fee simple title to any Lot or Living Unit in the Properties, but shall not mean or refer to the holder of any mortgage interest until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 11.** **"Plat"** shall mean and refer to the recorded Plat of the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida according to the plat thereof, recorded in Plat Book 21 at Pages 13 through 13A-13NN, of the Public Records of Sarasota County, Florida.

**Section 12.** **"The Properties" or "The Property"** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration, any Supplemental Declaration, and any amendments thereto.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO**

**Section 1.** **Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Sarasota County, Florida, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference, all of which shall hereinafter be referred to as "The Properties".

**Section 2.** **Common Properties.** The property described as Common Property in  
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Exhibit A attached hereto and incorporated herein by reference as it appears on the Plat of the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida, according to the plat thereof, recorded in Plat Book 21 at Page 13 through 13A-13NN of the Public Records of Sarasota County, Florida, shall be referred to as "Common Properties", and are dedicated as recreational and/or park areas and that the use of said Common Properties is restricted and devoted to the common benefit and enjoyment of the Owners of The Properties as herein defined.

**Section 3. Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

- (a) **Additions.** Upon approval in writing of the Association pursuant to the approval of two-thirds (2/3) of its members, the Association may record a Supplementary Declaration, joined in and consented to the owner of the proposed addition and all holders of liens on the parcel, adding the parcel to the jurisdiction of the Declaration and the Association.
- (b) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property except as hereinafter provided.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to this Declaration shall be a member of the Association, provided that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. Quorum.** The quorum for Association meetings shall be as set forth in the Association's Bylaws.

**Section 3. Voting Interests.** There shall be one (1) vote for each Lot, to be cast in the manner set forth in the Bylaws.

### ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3 of this Article, every Member subject to assessments as provided in Article V shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

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**Section 2. Title to Common Properties.** The Association is the owner of the Common Properties described in Exhibit A.

**Section 3. Use of Common Properties for Drainage.** The Common Properties may be used for drainage and the temporary retention of storm water run-off from The Properties and other contiguous property, as well as for open space, recreation, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

**Section 4. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association to suspend the enjoyment rights of any Member for any period during which any monetary amount owed to the Association remains unpaid, or to suspend enjoyment rights or levy fines for violations of the Association's governing documents, to the fullest extent permitted by law; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

(f) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Section 3 of this Article; and

(g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of Members called for such purpose, of which thirty (30) days written notice was sent to each Member, a two-thirds (2/3) vote of all members was obtained, either in person or by ballot, agreeing to such dedication or transfer.

**Section 5. Parking Rights.** The Association may designate and maintain upon the Common Properties certain parking spaces for exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the

Association or the Members entitled thereto.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, unexpected expenses, or budget shortfalls as determined by the Board (collectively referred to as "assessments"). The annual and special assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The lien is effective from and shall relate back to the date on which the original declaration was recorded, except as may be limited by law. The lien shall secure payment of all interest, late fees, attorney fees, and costs, up to the fullest extent allowed by law. All assessments, whether annual, special or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot. An owner, regardless of how his or her title to the property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessment and other amounts associated with the property that come due while he or she is the owner of the property. An owner is jointly and severally liable with the previous owner(s) for all unpaid assessments and other monetary amounts associated with the property that came due up to the time of transfer of title, except as otherwise may be limited by law. The priority of the Association's lien on any Lot shall be determined in accordance with Florida law, as it may be amended from time to time.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration or by Florida law, (ii) promote the common benefit and enjoyment of the residents in The Properties, (iii) for the improvement, repair, replacement and maintenance of the Common Properties including, but not limited to, payment for operation and maintenance of improvements to the Common Properties, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration or Florida law. Annual Assessments may be adjusted by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership meeting.

**Section 3. Assessment Due Dates.** The annual assessments provided for herein shall be due and payable on the first day of March of each year. The due date for any Special Assessment shall be set by the Board of Directors, which may be required to be paid in a lump sum payment or in installments as set forth by the Board.

**Section 4. Special Assessments.** In addition to the annual assessment, the Board may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for any other purpose necessary for the Board to fulfill its obligations and fiduciary duty under this Declaration and applicable law associated with Capital

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Improvements. Special Assessments require the approval by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership or special membership meeting. Special Assessments for capital improvements that are not related to the maintenance, repair, or replacement of existing capital improvements for which the Association has a fiduciary obligation to perform, shall require the approval of a majority of the voting interests present and voting at a duly noticed members' meeting at which a quorum is present.

**Section 4a. Special Assessments for Negligence.** The Board may, subject to the provisions of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents or due to actions taken by the Association to correct a violation by said Owners, their guests or agents of the terms and conditions of this Declaration.

**Section 5. Duties of the Board of Directors.** The Board of Directors shall fix the amount of assessment against each Lot subject to the Association's jurisdiction at least thirty (30) days in advance of the due date, and shall, at that time, prepare a roster of the property and assessments, applicable thereto, which shall be kept on file in the office of the Association and shall be open to inspection by any owner in accordance with Florida law and the Association's governing documents. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

**Section 6. Share of Monthly Assessments.** The amount of each individual Lot assessment for Members shall be uniform throughout the Properties and shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Properties subject to this Declaration.

**Section 7. Effect of Nonpayment Assessment; Remedies of Association.** Assessments and installments on assessments not paid within ten (10) business days after the date when they are due shall bear interest at a rate of up to eighteen percent (18%) per annum, unless a higher rate is allowed by law and approved by the Board, from the due date until paid in full. The Board may charge a late fee in the amount of up to the greater of \$25.00 per delinquent installment or 5% of the amount of the delinquent installment, as determined by the Board, unless a higher amount is permitted by law and approved by the Board. There shall be added to the amount of such assessment, and recoverable by the Association, all interest and late fees, as well as the costs of collection of same, including, but not limited to, reasonable attorneys' fees and costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, and may foreclose said lien in accordance with applicable law. The prevailing party in an action to enforce a claim of lien is entitled to recover reasonable attorney's fees and costs, including appellate fees, paralegal fees, and costs from the other party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or by abandonment of his Lot. In addition to the rights of collection of assessments stated in this Section, the Association may suspend the right of the owner and any tenants or guests to utilize the Common Properties during the period of delinquency.

All payments on accounts shall be first applied to interest accrued by Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent

assessment payment first due. The allocation of payment shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

**Section 8. Subordination of the Lien to Mortgages and Tax Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering any Lot, provided such mortgage was recorded prior to the recording of the Association's lien. A mortgage holder's liability for delinquent assessments and other amounts related to the property shall be limited only to the extent provided by law.

**Section 9. Acceleration of Assessments.** If any owner is in default in the payment of any assessment owed to the Association for more than (30) days after written demand by the Association, the Association upon written notice to the defaulting owner shall have the right to accelerate and require such defaulting owner to pay the Association assessments for common expenses for the next twelve (12) month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting owner shall continue to be liable for any increases in the regular assessment for common expenses, for all special assessments for common expenses, and/or for all other assessments and monetary amounts due and payable to the Association.

**Section 10. Demand for Tenant to Make Rent Payments to the Association.** In addition to any lien authority provided by Florida law, in order to ensure a timely and complete payment of assessments, any owner that leases a Lot to a tenant is hereby deemed to assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full. In the event that a Lot owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rents due to the Owner until the Association releases the tenant or the tenant discontinues tenancy in the parcel, to the fullest extent permitted by law. Upon written notice to Owner and tenant that all future rents shall be paid to the Association until further notice, tenant shall be required to make payment of rents directly to the Association. All rents collected by the Association from this assignment shall be applied in accordance with Florida law; first to past due interest, late fees and costs, attorney's fees, and then to the delinquent assessment until all funds owed the Association are paid in full. Any funds that may be collected by Association in excess of Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time. The Association's remedies for violation are cumulative, and pursuit of any remedy shall not preclude the Association from pursuing all other available legal and/or equitable remedies. Association shall have the right to recover all attorney's fees incurred in enforcement of this provision.

**Section 11. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties; and (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use and upon which a dwelling unit has been constructed, shall be exempt from said assessments, charges, or liens.

**ARTICLE VI  
ENVIRONMENTAL CONTROL COMMITTEE**

**Section 1. Appointment of Committee.** There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee (“ECC”), which committee shall consist of three or more members as determined by the Board. The ECC shall be a permanent committee of the Association and shall administer and perform the review of changes, modifications or alterations to landscaping, architecture, Lot improvements, and/or any other duties delegated by the Board of Directors for the common benefit and enjoyment of the membership and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**Section 2. Review by Committee.** The Committee, in its review of all proposed construction, modifications or alterations, shall be guided by the following standards of environmental control, to-wit: those included in Article IX hereof, and any additions permitted by the City of North Port will not require additional permits from the Jockey Club with the exception of building additions or structures, yard enclosures, or permanent concrete work.

1. Application for a permit must be made on a form specified by the Association.
2. Applications shall be accompanied by a sketch showing the dimensions of the proposed improvement with respect to existing structures and with respect to all property lines.
3. The application shall also specify the materials to be used in construction, the manner or method of construction, and shall illustrate the type or kind of finish or appearance to be exhibited when the project is finished.
4. Applications must be given to the Environmental Control Committee. This committee will review the application and respond in writing within ten (10) business days. No verbal consent or denial may be given.
  - a. If the committee shall deny a permit, it shall state, in writing, the reason(s) for the denial.
  - b. The applicant has the right to appeal to the Environmental Control Committee.

The applicant has the right to appeal to the Board of Directors if the appeal to the Environmental Control Committee is unsatisfactory

**(a) Architectural Control.** Owners shall be required to apply for written approval by the ECC for any types of changes requiring approval as provided herein. The ECC shall review any changes to the architectural structure of a residence or additions and improvements to the lot, including but not limited to changes to the exterior color, appearance, or structure of the home, landscaping, the addition of structures, such as sheds, carports, above-ground or in-ground pools or spas, pool cages, gazebos, trellis, fences, walls, and other enclosures, irrigation systems, and permanent concrete work. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, materials and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the ECC. Approval or disapproval of the same shall be made by the committee and returned to the applicant within a reasonable time, not to exceed ten (10)

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business days after receipt of all required documentation. The ECC shall have the authority to adopt and amend written standards for the community, and shall have the authority to adopt rules, regulations, and procedures regarding application and approval pursuant to this section. Any owner aggrieved by a decision of the ECC may request, in writing, an appeal to the Board of Directors. The decision of the Board shall be final.

(b) **Environment Control.** The ECC shall recommend, to the Board, the adoption and amendment of standards, rules and policies in order promote the benefit and enjoyment of the residents.

**Section 3. Landscaping Approval.** No shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the dwelling house on any lot shall be planted or employed in violation of the Association's standards or in such a manner as to interfere with the natural view and aesthetic beauty which each Lot in the community is intended to enjoy.

**Section 4. Variances.** The Board or the ECC, with the consent of the Board of Directors, shall have the right and power to grant variances from the provisions of this Declaration and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Declaration in any instance in which such variance is not granted. Any variance can be revisited or rescinded by the ECC at any time.

**Section 5. Attorney's Fees.** In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

## **ARTICLE VII EXTERIOR MAINTENANCE**

**Section 1. Exterior Maintenance.** Pursuant to agreement with owner, or upon determination by the Association that an owner has failed to maintain the Lot or its improvements in accordance with general standards of the community, then, after reasonable notice to the owner specifying such failure and upon owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association has the right, but not the obligation, to provide exterior maintenance upon each Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, and the cost thereof shall be assessed to the owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

**Section 2. Assessment of Cost.** The cost of such exterior maintenance shall be assessed against the Living Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such

adjustment with the Owner as is necessary to reflect the actual cost thereof.

**Section 3. Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours. Such entry shall not be deemed a trespass.

**Section 4. Common Area Maintenance.** Common Area Maintenance will include, but without limiting the generality of the following, the following items:

- (a) Grounds maintenance of the common areas including mowing, fertilizing, insecticides, etc.
- (b) Irrigation system maintenance on Common Properties, if any.
- (c) Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating including gas and maintenance of heating pumps, etc.
- (d) Air conditioning maintenance of recreation building.
- (e) Parking lot cleaning and maintenance.
- (f) Waste removal from common areas.
- (g) Utilities for common areas including water, sewer, and electricity.
- (h) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- (i) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- (j) A reserve for future maintenance and repairs.

## **ARTICLE VIII WATER AND SEWER UTILITIES**

**Section 1. Prohibition of Individual Wells and Septic Tanks.** No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot from such time when central water and/or sewer service or services are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

## **ARTICLE IX UNIFORM GENERAL REQUIREMENTS**

**Section 1. Residential Lots; Use and minimum Square Footage Requirements.** All lots in The Properties are designated as single family residence lots, and no principal building shall be constructed or erected on any single family residence lot other than one detached single family dwelling not to exceed one story in height. No single family residence lot shall be re-subdivided into building lots containing less than Ten Thousand (10,000) square feet. No principal structure shall be erected having a living area of less than 800 square feet for a one-story building.

**Section 2. Building and Fence Setback Requirements.** On all lots in all Blocks, no principal building and/or enclosed swimming pool shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot line, which is the line abutting the street; nor nearer than six (6) feet to the side lot lines; nor nearer than twenty-five (25) feet to the rear lot line and no swimming pool may be erected nearer than fifteen (15) feet to the rear lot line. Provided, however,

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that the Board of Directors of the Association or the ECC, with consent of the Board of Directors, upon written application thereto as provided in Article VI may, with the approval of the City of North Port and/or Sarasota County Building and Zoning Board, approve individual variances from the requirements of this Article IX, Section 2. Fences shall run perpendicular to the rear lot line and are not to extend beyond the front of the residence or the front of a residence sharing a common property line. The rear lot line is perpendicular to the street of residence. Those homes situated on a corner lot in such a manner that the front of the house is not set perpendicular to a rear lot line shall not place a fence in such a manner that the fence would extend beyond the front of any residence sharing a common property line.

**Section 3. Minimum Square Footage Defined.** With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration of Covenants and Restrictions, the minimum square footage living area residence requirements shall be established and construed as being exclusive of carports, garages, screened porches, patios and outside storage areas. Provided, however, that this shall not be construed to permit any portion of the building such as eaves, steps, open patios, wing-walls, etc., to encroach upon another lot or into or upon any easements. No travel trailer, mobile-home, motor home, recreational vehicle, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently.

**Section 4. Vehicles.** A maximum of four motorized (self-propelled) vehicles and/or large trailers can be parked on a residential lot, exclusive of the garage. Parking is limited to the driveway and one vehicle width on the garage side of the home extending from the sidewalk to a line extending from the back of the home, running parallel to the road. Vehicles are defined as follows:

- a. Automobiles;
- b. Light trucks less than or equal to one ton;
- c. Motor/mobile homes/RVs not exceeding ten(10) feet in height and thirty-two (32) feet in length;
- d. Motorcycles;
- e. Trailers used for business purposes ie tool/equipment storage; workshops; and
- f. Trailers greater than six (6) feet in height, not exceeding ten(10) feet in height and thirty-two (32) feet in length;

**(a) Recreational Trailers.** A maximum of two (2) recreational trailers such as travel trailers, tent trailers, ATV, boats or water craft, not exceeding six (6) feet in height and thirty-two (32) feet in length may be stored on the premises in the rear on the garage side of the residence.

**Section 5. Parking.** Parking of vehicles specified in Section 4 to this Article shall be parked on the garage side of the home only. Visitors may park at the front of the house, over the swale with the vehicle facing the direction of the travelled lane.

- (a) All vehicles must bear a current state registration or inspection tag. Proof of current state registration or inspection tag must be provided on request if the tag is not visible from the street. Vehicles without current documentation can be ordered to be removed.
- (b) All vehicles must be in operable condition
- (c) All vehicles must be parked in such a manner so as not to block access to the sidewalk

(d) Pickup trucks greater than a one ton model, box trucks, and straight trucks (flat beds) may not be parked overnight in areas zoned residential unless the truck is employed in construction/renovation of the residence on a temporary basis, during the period of time that such construction or services are being performed on the Lot.

(e) Parking in the front yard is prohibited at all times.

(f) Existing driveways may be enlarged up to one vehicle width on the garage side and up to three feet on the residence side.

(g) No major repair work, rebuilding or restoring of vehicles is allowed except wholly within the garage of the residence.

(h) Vehicles parked in accordance with this article shall be parked on a hardscape. See Art IX, Section 10.

**Section 6. Signs.** No sign of any kind shall be displayed to the public view on any lot, except (a) two signs of not more than four square feet ( 2ft x 2ft) advertising the property for sale or rent;(b) signs used by a builder to advertise the property during a construction/renovation period; (c) yard sale signs for the duration of the sale only; (d) special event signs for one day only; and (e) political signs from thirty (30) days prior to election and for one (1) day following the election.. This excludes Yard of the Month and Security Signage.

**Section 7. Animals and Pets.** No animals, reptiles, livestock, wildlife or poultry of any kind shall be raised, bred or kept on any portion of the Property. A total of three pets (dogs, cats and other usual and common household pets) may be permitted in a Unit. Household pets may not run free and may not make objectionable noise. If the pet is a nuisance to owners of other Units, the Board reserves the right to require that the pet be removed from the Unit. No pet shall be kept, bred, or maintained for any commercial purpose. Whenever a household pet is outside the dwelling and is not in a fenced area, the pet must be on a leash held by a responsible person. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of his or her pets. Pet facilities to include tethers and fences are restricted to the rear yard, consistent with the setback requirements. All pet facilities must be maintained and kept clean and free of offensive odors and debris.

**Section 8. Trash Storage.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

(a) Except for North Port City automated trash pickup containers, trash, garbage or other waste must be kept in sanitary containers and stored in a location which is not visible from the street.

(b) North Port City automated trash pickup containers may be stored at the side or rear of the residence.

(c) Dumpsters may not be utilized in areas zoned residential unless employed in the construction or renovation of the residence on a temporary basis.

(d) Burning of trash on lots is prohibited.

(e) Storage pods/containers may be placed on the garage side of the home and for a maximum period of thirty (30) days.

**Section 9. Maintenance of Residential Structures and Lots.** Residential Structures including the primary home, garage, carport, shed, pool, pool cage, lanai or other structure either attached or detached shall be maintained to acceptable levels in accordance with any standards

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adopted by the Association, including but not limited to the following:

1. All Lots must be kept clear of all debris, litter, trash garbage, refuse, etc.
2. The roof and all walls, fascia, gutters, downspouts, soffit, eaves, sills and other areas of the home shall be cleaned periodically to remove mold, mildew, dirt, grime, and other debris and present a clean finish as necessary to maintain an appearance that complies with the Association's standards.
3. Windows may be covered with sheets for privacy for the first 30 days of residency, after which blinds, shades or curtains must be installed and maintained.
4. Boarded up windows on occupied homes are not permitted except in the case of eminent threat of hurricane or other named storm. In which case plywood can be installed over windows for a period of 72 hours prior to land fall of the storm, and must be removed within 72 hours of the storms passing. In the event of a broken window, plywood may be placed over the damaged area temporarily. Broken windows must be replaced within 72 hours of the damaging event.
5. Hurricane shutters: the Board and/or the ECC shall have the authority to adopt standards regarding approved materials and appearance of the installation and use of hurricane shutters in the community.
6. Paint: Peeling, faded, stained, mildewed or otherwise damaged paint on any building or structure, trim, or other surface, whether attached or unattached to the home is unacceptable. All homes, garages, carports, sheds, lanais, cages, trellis, or other structure including trim, gutters, downspouts, fascia, soffit, and siding, including roof shingles and tiles or other material must have fresh looking surface. Building exteriors shall be painted in a single color; Doors and trim may be a different but uniform color complementary to the color of the building exterior.
7. Roofs: Roofs of houses shall be constructed from the same material and be the same color throughout. All roofing types and material are permissible. The roofs of car ports and extensions do not have to be the constructed of the same material or color as the roof of the house. Damaged or leaking roofs may be covered by tarps to prevent further damage to the home as a temporary measure for a period not to exceed sixty (60) days. If repairs are delayed due to an insurance claim, repairs must commence no later than 30 (thirty) days from the date of settlement. The office must be kept informed of progress towards settlement. If the home is unoccupied, the Association has the right, but not the obligation, to have the tarp removed and the damage repaired at the owner's expense

**Section 10. Hardscapes.** Hardscapes are defined as any hard surface not part of the building structure and include driveways, sidewalks, patios, porches, lanais, pool deck, paver decks, retaining walls, fences, concrete or brick/stone edging and other hard surfaces whether structural or part of the landscape.

1. Hardscapes will be maintained in the same manner as the living unit or any other structure on the residential lot.
2. Hardscapes will be free of weeds and other vegetation, clean of oil, grease, mold, mildew or other stains, and maintained to be free of excessive cracks or other damage. In the case of parking areas constructed of shell, gravel or other porous material, the area shall be maintained so as to be free of grass, weeds or other vegetation.
3. All sidewalks and entryways will be free of weeds and other debris and edged to maintain a clean neat appearance free from any trip hazards. Cracks shall be sprayed with a chemical weed/grass controller and kept free of weeds, grass or other vegetation.

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4. Vehicles parked adjacent to the driveway and the side of the home must be parked on a hardscape.

**Section 11. Landscape, lawns, trees and shrubbery.** Landscape is defined as all non-hardscaped areas of the residential lot including lawns, planting beds, gardens, trees, hedges and hedgerows, shrubbery, bushes, flower beds, and other areas of plant life.

1. All lawns will be kept neatly trimmed to a height not to exceed six (6) inches.
2. All lawns shall be trimmed around hardscape areas including the foundations of any structures including fences. Grass shall not grow up around any parked vehicles or other obstructions including fences in the landscape area.
3. All driveways, sidewalks, patios, decorative curbing and other landscape edging shall be edged exposing the vertical edges of the concrete to keep a neat appearance and provide the greatest surface area possible. Weeds, grass, etc, shall not be allowed to infringe on the hardscapes.
4. Trees over sidewalks and driveways shall be trimmed to a minimum clearance of 8-feet from the ground.
5. Dead or diseased trees, bushes, shrubs, ornamental plants and other plants shall be removed as soon as practical.
6. Stumps shall be removed, ground or cut flush with the surrounding grade. If removed, the remaining hole shall be filled in with dirt and covered with turf grass. If ground, the mulch shall be raked to grade and excess mulch removed so as not to create a compost heap. If cut flush to grade, the left over stump shall not present a trip hazard.
7. Planting beds, flower beds, gardens and other ornamental areas shall be kept free of weeds and mulched or covered with appropriate vegetative ground cover.
8. Trees: Because of the invasive nature of root systems of some tree species and the ecological damage to Florida natural habitats of other tree and plant species Category 1 plants on the Florida Exotic Pest Plant List and other species of tree on the State of Florida list of invasive plant species shall not be planted on any lot within the Jockey Club.
9. Shrubby: Shrubs, bushes and specimen plantings including topiaries shall be maintained in manner so as not to allow overgrowth. Shrubs, whether planted by individually or in a hedgerow, shall be maintained so as not to infringe on any easement and shall not be allowed to grow higher than 6 feet.
10. Xeriscaping: The use of stone, rock, rubber mulch, natural mulch or other material either natural or manufactured to Xeriscape any portion of the lot may be regulated by the Association to the fullest extent allowed by law.

**Section 12. Fences.** A fence is defined as any barrier, either permanent or temporary, which encloses a property or separates one property from a neighboring property. The Association has adopted the following guidelines pertaining to fences.

1. All fences require the approval of the Environmental Control Committee prior to being erected. A sketch or drawing showing the approximate placement of the fence and its construction is required to be submitted at the time of the request and must comply with community guidelines as indicated below:
  - a. Chain link fences shall have a maximum height of four (4) feet and can remain galvanized or have a vinyl coating either white or black in color;
  - b. Wood, PVC/Vinyl and ornamental (wrought, cast iron or aluminum/steel) fences are authorized to a maximum height of six (6) feet. Color schemes are:
    - i. Wood – natural color;
    - ii. PVC/Vinyl - white;

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- iii. Iron/steel – white or black.
  - c. Wood and PVC/Vinyl fencing can be solid board (stockade), board on board or picket type fencing. Picket fences shall have spacing not less than the width of the picket.
2. Additionally, the City of North Port requires a permit for all fences. Application for a permit must be presented at the time of request for approval from the committee. The City will specify the location of the fence subject to property boundary and easement restrictions. Once the permit is granted, a photocopy of the permit must be submitted to the ECC for its file.
3. Fences may only be constructed at the side or rear of the property in accordance with Article IX, Section 2 of these Declarations. No fence may be erected at the front of the residence.
4. Fences must be maintained in a clean, neat fashion so as not to allow rust, dirt, mildew or debris to accumulate. . All fence-lines must be maintained with a line-trimmer so as not to allow excessive growth of grass at the base or poles

**Section 13. Planting.** No hedge or shrub planting which obstructs sight lines at elevation of two (2') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6') feet above roadway intersection elevation to prevent obstruction of sight lines.

**Section 14. Tree Preservation.** No tree may be removed without a Tree Removal Permit issued by the City of North Port. The homeowner shall provide a copy of the Tree Removal Permit to the ECC for information.

**Section 15. Oil, Gas and Mineral Operations.** No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

**Section 16. Commercial Use Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes. No business of any kind is permitted to be conducted on any residence, except for business use that is customary or incidental to residency and that does not affect the residential nature of the community or violate local ordinances. This residential restriction shall not be construed to prohibit any Owner from leasing the Lot and receiving income from the Lot, or from keeping his personal, business or professional records in the home, or from handling his personal, business or professional telephone calls or written electronic correspondence in and from his home. Such uses are expressly declared customarily incident to use. This section is, however, intended to prohibit commercial or business activity or manufacturing or provision of services within or from a Lot which would, in the sole discretion of the board, unreasonably disrupt the residential nature of the community, or make it obvious that a business is being conducted, such as by regular or frequent vehicular or pedestrian traffic by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients.

**Section 17. Nuisance Prohibited.** Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, or any other Owner. This includes criminal or illegal activity as well as any action that creates an unsafe and/or dangerous living environment for others. No Owner shall permit loud or objectionable noises or objectionable odors to emanate from their property or play any musical instruments or devices which may cause a nuisance to others. Radios, televisions, stereos, electronic devices and musical instruments are to be used at a reasonable volume. Quiet time is designated from 10:00 pm to 7:00 am. Regarding pets, see Article IX, Section 2 to these Declarations.

**Section 18. Outdoor Clotheslines.** In order to maintain the overall aesthetics of the community the following guidelines have been developed regarding clotheslines and outdoor drying.

1. Only clotheslines supported by two "T" shaped, two single posts or umbrella clotheslines are permitted.
2. Trees shall not be used as supports for clotheslines.
3. Fences shall not be used as clotheslines and shall not be draped with rugs, sheets or other materials.
4. No clothes shall be left hanging on clotheslines overnight.

The Association shall have the right to regulate such devices to the fullest extent allowed by law.

**Section 19. Exterior Antennae.** No exterior antennae, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except those mounted on the residence. The Association reserves the right to restrict the size, type, and location of such devices and improvements to the maximum extent permitted by law or applicable FCC regulations.

**Section 20. Energy Conservation Equipment.** Solar energy panels and attendant hardware or other energy conservation equipment may be constructed or installed on any Unit as long as it is an integral and harmonious part of the architectural design of a structure, as determined by the sole discretion of the ECC and in accordance with Florida law.

**Section 21. Firearms.** The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns, bows, crossbows and other firearms of all types, regardless of size.

**Section 22. Fires.** Open fires are not allowed unless in a fire pit. Appropriate firefighting measures must be in place. Burning of garbage is not allowed.

**Section 23. Sheds.** Storage sheds may be installed at the rear of the property, constructed and located within the guidelines/regulations established by the City of North Port. All shed construction will require a Jockey Club permit from the ECC. Sheds with a surface area greater than or equal to sixty-four (64) feet square must also have a City of North Port building permit. All sheds shall be constructed to resist hurricane force winds in accordance with City of North Port standards. The maximum size shed allowed in the Jockey Club shall have a surface area not greater than one hundred and twenty (120) feet square; ie 10ft x 12ft.



**Section 24. Additional Rules and Regulations.** The Board may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

## **ARTICLE X OWNERSHIP, SALES AND LEASES**

### **Section 1. Forms of Ownership:**

- (a) **Single Ownership.** A Lot may be owned by one natural person.
- (b) **Co-ownership.** Co-ownership of a Lot is permitted. If the co-Owners are other than husband and wife, or two (2) people who reside together as a single housekeeping unit, the Board of Directors shall require two (2) people to be designated as primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner. The intent of this provision is to permit multiple owners but prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a transfer of ownership by sale or gift.
- (c) **Ownership by Corporations or Trusts.** A Lot may be owned in trust, or by a corporation, partnership, limited liability company or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of no more than two (2) people to be the primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner.
- (d) **Life Estate.** A Lot may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement.

**Section 2. Leasing.** Only entire Lots may be leased. No Lot shall be leased for a term less than one year. No Lot shall be leased without the Owner thereof first procuring the written consent of the Board of Directors. No Owner may lease his or her Lot for a period of one (1) year after taking title to a Lot. After the expiration of this one-year, Owners may lease their Units in accordance with provisions contained elsewhere herein. The one-year waiting period shall not apply in situations where title to a Lot passes through inheritance or Association takes title to a Unit through judicial foreclosure or deed in lieu of foreclosure. This provision shall not apply to Owners of Lots prior to the effective date of this provision<sup>1</sup>. The application for approval of the Board of Directors shall be on such forms as may be promulgated by the Association, with such information as the Board of Directors may require. The Association may require a prospective Tenant and each proposed occupant to submit to a background check. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Owner

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<sup>1</sup> Amdt recorded with Sarasota County - 20 July 2021 Instrument Number: 2021134584  
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that the proposed transaction is bona fide in all respects. Any Lease of a Lot shall be subject to the following:

(a) **Form Lease.** The Association, through its Board of Directors, may promulgate, and require use of, a uniform form of lease for any Lease of a Lot.

(b) **Application Fee and Security Deposit.** The Association may charge an application fee in the maximum amount allowed by law in connection with the Lease of a Lot. However, if a Lease is a renewal of a Lease with the same Tenant(s), no charge shall be made.

(c) **Tenant Approval.** Approval of a proposed Tenant shall be delivered to the Owner proposing such transaction in writing to the subject Lot within fifteen (15) calendar days after the Association's receipt of a completed application and application fee. As a condition of approval of a Tenant, the Association may require the Owner to assign the Owner's right to collect the Lot's or Living Unit's rental proceeds to the Association in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Association.

(d) **Tenant Disapproval.** In the event the Board of Directors disapproves a proposed Tenant, the proposed Lease shall not be made and the Board of Directors shall deliver such disapproval in writing to the subject Lot Owner within fifteen (15) calendar days after the Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Owner submitting to the Board of Directors a proposed lease for another proposed Tenant.

(e) **Grounds for Disapproval.** Disapproval of a proposed Lease of a Lot shall be made by the Board of Directors upon the following grounds, which shall be deemed to constitute good cause for disapproval:

- (1) The application for approval on its face, or subsequent investigation thereof, indicates that the applicant or any proposed occupant, intends to conduct himself or herself in a manner inconsistent with the Governing Documents.
- (2) The applicant or any proposed occupant has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature.
- (3) The applicant or any proposed occupant has a record of financial irresponsibility, including without limitation, prior bankruptcies, monetary judgments, foreclosures, or bad debts.
- (4) The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in the Community or other residences as a tenant, occupant, guest or owner.

- (5) The applicant failed to provide any information, application, notice, fees or appearance required to process the application or provide approval in a timely manner; or
- (6) The Lot or Owner requesting the transfer has had fines assessed against it, him or her which have not been paid or other Assessments or charges against the Lot have not been paid in full.

**Section 3. Occupancy Violation.** In the event of a Lot occupancy contrary to the provisions of the Declaration, or the violation by a Tenant, Guest, or Invitee of any provision of the Governing Documents, the Board of Directors, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such Tenant, Guest, or Invitee and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every Lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the Lease shall be the Tenant's, and each Guest's and Invitee's, full compliance with the Governing Documents. The Owner shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Association for any and all damages to the Common Area caused by the acts or omissions of his or her Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.

**Section 4. Use of Common Area During Tenancy.** When a Lot is occupied by a Tenant, Guest or Invitee in the absence of the Owner, the Owner of the Lot may assign such Owner's ability to use the Common Properties to such Tenant, Guest or Invitee in writing and may not use the Common Properties and facilities thereon during that time and the Common Properties and facilities thereon may only be used by the Tenant, Guest or Invitee. When a Lot is unoccupied, the Owner may use the Common Properties and facilities. Nothing in this Section 4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner agrees to indemnify, defend and hold harmless the Association from and against any claim, cause of action or demand arising out the use of the Common Properties or facilities thereon by such Owner's Family, Tenant, Guest, or Invitee.

**Section 5. Assignment Rents.** In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Owners leasing their Lots or Living Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Directors requests it, the Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Lot.

**Section 6. Application of Rents.** All rents collected by the Association from an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Association in excess of the Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time.

**Section 7. Association as Agent.** Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant

to the assignment of rent authority provided herein, including the right to terminate the Lease and evict the Tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

## **ARTICLE XI GENERAL PROVISIONS**

**Section 1. Amendment.** This Declaration may be amended or supplemented by the Association upon the approval of not less than a majority of those members present in person or by ballot at a meeting of the members at which a quorum is present. In order to be effective, any amendment or supplement to this Declaration must first be executed by the President and attested to by the Secretary of the Association indicated that a meeting called for that purpose was conducted and that the amendment received the requisite number of votes for approval. recorded in the Public Records of Sarasota County, Florida.

**Section 2. Florida Statutes.** Whenever these declarations refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they are amended from time to time

**Section 3. Duration.** The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least two thirds of voting members. The Board shall take all actions necessary to preserve this Declaration in accordance with Chapter 712, Florida Statutes, otherwise known as the Marketable Record Title Act, unless this Declaration is terminated as otherwise provided herein.

**Section 4. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, electronically sent (to owners consenting to receive electronic notice in accordance with Florida law), or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Section 5. Enforcement.** These covenants and restrictions may be enforced by the Association or any Owner of property which is subject to these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, the Association shall not have any obligation to indemnify or reimburse either party to such action.

(a) The Association shall have the authority to impose fines, to suspend the right to use the Common Properties, to suspend the right to vote, or take any and all other action permitted by law for violations of the Association's governing documents. Each fine shall be enforceable to the fullest extent allowed by law. In order to secure payment of fines, a fine may become a lien on the property and foreclosed in a manner similar to an assessment lien foreclosure, to the fullest extent permitted by law. Suspensions and fines shall be imposed in the manner provided in the Bylaws and Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time for imposition of fines and suspensions in accordance with Florida law.

**Section 6. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 8. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration and the Articles of Incorporation and/or Bylaws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Bylaws shall control.

**Section 9. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**EXHIBIT "A" - "Shelter Lots"**. The following lots all situated in the Fifty-Second Addition to Port Charlotte Subdivision, a sub-division in Sarasota County, Florida, according to the Plat thereof recorded in Plat Book 21 at Pages 13 through 13N-13NN of the Public Records of Sarasota County, Florida, are designated as "Shelter Lots," to wit:

Block	Lots
2609	46 through 56, both inclusive
2610	1 through 26, both inclusive
2616	1 through 17, both inclusive
2617	1 through 14, both inclusive
2618	1 through 19, both inclusive
2619	1 through 24, both inclusive
2620	1 through 22, both inclusive
2621	1 through 22, both inclusive
2622	1 through 12, both inclusive
2623	1 through 12, both inclusive
2627	1 through 17, both inclusive
2628	1 through 9, both inclusive
2628	39 through 51, both inclusive
2629	1 through 20, both inclusive
2630	1 through 20, both inclusive
2631	5 and 6
2634	4 and 5
2635	1 through 22, both inclusive
2636	1 through 15, both inclusive
2637	1 through 32, both inclusive
2638	1 through 27, both inclusive
2639	1 through 16, both inclusive
2640	1 through 29, both inclusive
2641	1 through 20, both inclusive
2642	23 and 24
2643	1 through 27, both inclusive
2644	1 through 27, both inclusive
2645	1 through 29, both inclusive
2646	1 through 36, both inclusive
2647	21 through 37, both inclusive
2650	1 and 2, 26 and 27
2652	1 through 4, both inclusive