

**CHARDONNAY HOME OWNER'S ASSOCIATION, INC.**

**(A DEED RESTRICTED COMMUNITY)**

**AMENDED AND RESTATED GOVERNING DOCUMENTS AND**

**CERTIFICATION OF**

**ARTICLES OF INCORPORATION**

**COVENANTS**

**BYLAWS**

**JANUARY 22, 2015**

This document prepared by and return to:  
Ellen H. de Haan, Esq.  
Wetherington Hamilton, P.A.  
1010 N. Florida Avenue  
Tampa, FL 33602

INSTRUMENT#: 2015292288, O BK 23437  
PG 1600-1657 07/27/2015 at 12:39:20 PM,  
DEPUTY CLERK: CBOYKINS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**CERTIFICATE OF RECORDING OF AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND CONDITIONS OF  
CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI; AMENDED AND  
RESTATED ARTICLES OF INCORPORATION AND BY-LAWS OF CHARDONNAY  
HOMEOWNER'S ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Covenants and Conditions of Carrollwood Village Phase III, Village XVI, Amended and Restated Articles of Incorporation, and Amended and Restated By-Laws of Chardonnay Homeowner's Association, Inc. The original Declaration, Articles of Incorporation and By-Laws were recorded at Official Records Book 4392 at Page 967, of the Public Records of Hillsborough County, Florida. The Amended and Restated Documents do not contain any changes from the language which is currently in the Public Records.

IN WITNESS WHEREOF, we have affixed our hands this 13th day of July, 2015, at City of Tampa, Hillsborough County, Florida.

CHARDONNAY HOMEOWNER'S  
ASSOCIATION, INC.

Witnesses:

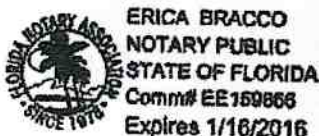
[Signature]  
Print Name: Matt Sawyer

[Signature]  
Print Name: Katie Mihalik

By: [Signature]  
Ellen Hirsch de Haan, Esq.  
Attorney and Agent for Association

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13 day of July, 2014, by Ellen Hirsch de Haan, Esq., attorney and agent for Chardonnay Homeowner's Association, Inc., a Florida not for profit corporation on behalf of the corporation. She is personally known to me.



My Commission Expires:

NOTARY PUBLIC:

SIGN: [Signature]

PRINT: ERICA BRACCO  
State of Florida at Large

CERTIFICATE OF RECORDING OF AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI  
AND THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE  
CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restrictions of Carrollwood Village Phase III, Village XVI, as same are recorded in Official Records Book 4392, Page 967, of the Public Records of Hillsborough County, Florida, were duly adopted in the manner provided in the Condominium Governing Documents at a meeting held November 19, 2014.

IN WITNESS WHEREOF, we have affixed our hands this 19 day of MARCH, 2015.

WITNESSES

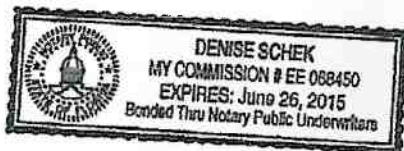
Sign *Adrienne Yurko*  
Print name: ADRIENNE YURKO  
Sign *Shawn L. Killian*  
Print name: SHAWN L. KILLIAN

CHARDONNAY HOMEOWNER'S  
ASSOCIATION, INC.

Sign *Theresa Sgambato*  
Print name: Theresa Sgambato, As President  
Address: 14020 W. Jansselle Rd.  
Orlando, Florida 32824

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19 day of MARCH, 2015, by Theresa Sgambato, as President of Chardonnay Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally know to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC:

SIGN: *DS*

PRINT: DENISE SCHEK

State of Florida at Large

My commission expires:

CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.  
(A Deed Restricted Community)  
14025 Trouville Drive  
Tampa, Florida 33624

AMENDED AND RESTATED BY-LAWS

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The name of the not-for-profit corporation is CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation may be changed from time to time by the Board of Directors and is presently located at 4131 Gunn Highway, Tampa, Florida 33624-6961. Meetings of the Board of Directors may be held at such dates, times, and locations as determined by the Board of Directors from time to time, which may include, without limitation, meetings held at 14025 Trouville Dr., Tampa, Florida, 33624. Annual membership meetings may be held at such places within the County of Hillsborough, State of Florida, as may from time to time be designated by the Board of Directors.

## ARTICLE I

### DEFINITIONS

Section 1. Act - "Act" shall mean Chapter 720, Florida Statutes, as may be amended or revised from time to time.

Section 2. All-Terrain Vehicle or ATV - "ATV" or "all- Terrain Vehicle" shall mean any of the small three or four- wheel machines specifically designed for off-road use, including, without limitation, all-terrain vehicles as defined in the Florida Statutes §316.2074, as amended.

Section 3. Association - "Association" shall mean and refer to CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 4. Articles. - "Articles" shall mean and refer to the Articles of Incorporation of CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.,

Section 5. Board - "Board" shall mean and refer to the Association's Board of Directors.

Section 6. Bylaws - "Bylaws" shall mean and refer to these Bylaws of CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.

Section 7 Commercial Vehicle - "Commercial Vehicle" shall mean and refer to any vehicle that meets any of the following: (i) is used primarily for commercial purposes; (ii) displays signs or advertising for commercial purposes on any part of the vehicle; or (iii) has ladders, pipes, equipment, storage racks, storage bins (excluding luggage racks or luggage containers) or similar devices attached or stored on the exterior of the vehicle or within the cargo bed of the vehicle. "Commercial Vehicle" also shall include, but not be limited to, any self-propelled or towed vehicle used on the public streets or highways in commerce to transport passengers or cargo.



Section 8. Common Area - "Common Area" shall mean all real property (and improvements thereto) owned or controlled by the Association or in which the Association has an interest, for the common use and enjoyment of the Owners including, without limitation, those areas, easements and improvements designated in the Plat or the Declaration as Common Area or otherwise for the common use and benefit of the Association or its Members, as well as certain commonly used private roads within the boundaries of the Plat, and certain common sidewalks, driveways, recreational facilities, easements, and landscaped areas.

Section 9. Community Association Manager - "Community Association Manager" shall refer to the individual, entity or agency, hired by the Board, to oversee the day to day operation of the Association which includes, but is not limited to, preparation of accounts payable checks, maintenance of the Lot Owner's files, preparation of monthly financial reports, preparation of monthly manager's report, maintenance of accounts receivable file, and preparation/ dissemination of any correspondence directed by the Board.

Section 10. Declaration - "Declaration" shall mean and refer to the CARROLLWOOD VILLAGE, PHASE III, VILLAGE XVI Declaration of Covenants and Restrictions applicable to the Properties, originally recorded in official Records Book 4392, Page 967 of the Public records of Hillsborough County, Florida, and as amended or supplemented from time to time.

Section- 11. Disclosure Summary - "Disclosure Summary" shall refer to the document that all prospective Owners must sign prior to executing any contracts for purchase of property in Chardonnay. The Disclosure Summary is explained further in Article VII General Restrictions, Section 1 of these Bylaws.

Section 12. Dwelling Unit - "Dwelling Unit" or "Dwelling" or "Townhouse" shall mean and refer to the individual residential dwelling unit constructed on a Lot and which is contained in a building with multiple other Dwelling Units divided by shared party walls in what is commonly known and referred to as a townhouse design concept.

Section 13. Exclusive Easements - "Exclusive Easements" shall mean the segments of the Common Area for which a Lot Owner has exclusive rights and privileges as described in the Declaration.

Section 14. Governing Documents - "Governing Documents" shall mean and refer to the Declaration, Articles, Bylaws and Rules, individually and collectively.

Section 15. Lot - "Lot" shall mean any dwelling unit site or plot of land shown upon the recorded subdivision Plat of the Properties with the exception of the Common Area. The word "Lot" shall include both the platted site or plot of

land, and the residence located thereon when the same has been constructed.

Section 16. Member - "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration, the Articles, and the Bylaws.

Section 17. Outbuilding - "Outbuilding" shall mean and refer to any tent, shed, enclosure or other vertical improvement, other than the primary residence or dwelling, located on an Owner's Lot, irrespective of whether said structure is temporary in nature, affixed to the real property or removable.

Section 18. Owner - "Owner" shall mean and refer to the owner of record title, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation or a leasehold interest.

Section 19. Plat "Plat" shall mean and refer to that map or plat of Carrollwood Village Phase III Village XVI recorded in Plat Book 56, Pages 25-1 to 25-3, inclusive, recorded in the Public Records of Hillsborough County, Florida.

Section 20. Properties - "Properties" shall mean and refer to the real property located in Hillsborough County, Florida described in the Plat. The Properties may from time to time be referred to as the "Community" or "Chardonnay" in these Bylaws.

Section 21. Recreational Vehicle - "Recreational Vehicle" shall mean and refer to any of the following: (i) house trailer; (ii) travel trailer; (iii) motor home; (iv) camper or ATV; (v) watercraft of every type (with or without a trailer); (vi) any other type of trailer, cargo trailer, hauling trailer or equipment designed for transporting vehicles, Recreational Vehicles or other personal property.

Section 22. Rules - "Rules" shall mean and refer to those rules and regulations adopted by the Board from time to time pursuant to the Declaration, Articles, Bylaws and Chapter 720, Florida Statutes, as may be amended from time to time. Rules shall be deemed to be promulgated and effective upon approval by the Board at a duly noticed meeting of the Board at which quorum was attained and shall not be recorded in the public records.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Every Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A person or entity having a leasehold interest in the Lot or any portion thereof shall not be a Member and regardless of whether such person holds a proxy or power of attorney given by the Member or Members they (i) shall not be able to vote by proxy for a Member; and (ii) shall not be entitled to attend or speak at any meeting of the Board or any meeting of the Members.

### ARTICLE III

#### PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable fees for the use of any recreational facilities situated upon the Common Area as well as to maintain the Common Area;

(b) The rights of the Association to control, limit, prohibit or suspend the use of the Common Areas and recreational facilities under the Act or the Governing Documents,

(c) The right of the Association, if a Member of the Association is more than 90 days delinquent in paying a monetary obligation due to the Association, to suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Areas and recreational facilities until the monetary obligation is paid in full,

(d) The right of the Association to suspend the Member's and the Member's tenants, guests, invitees, family members and other occupants right to use of the Common Areas and recreational facilities for a reasonable time for any infraction of the Governing Documents.

(e) The Association, by action of its Board, has the right to levy a specific assessment (as defined in Article XI) against any Lot when the Lot Owner or the Lot Owner's family members, tenants, guests, invitees and any person(s) authorized by the Lot Owner to be on the Common Areas causes damage(s) to the Common Area in any manner whatsoever. The specific assessment amount levied shall be for the actual costs and expenses incurred by the Association in order to return the damaged real and personal property to its original state; and



(f) The Lot Owner retains the exclusive use for parking purposes of a portion of the Common Area immediately adjacent to or in front of said Lot as provided in Section 3 of this Article.

Section 2. Delegation of Use - Any Lot Owner may delegate his right of enjoyment to the Common Area and recreational facilities to the Lot Owner's family members, tenants, invitees, and guests who reside in the Dwelling Unit on the Lot.

### Section 3. Parking Rights

- (a) Ownership of each Lot shall entitle the Lot Owner(s) the use of not less than one (1), nor more than two (2) parking spaces (side-by-side) in front of each Lot (if such additional parking is available and approved by the Board of Directors for the use by the Lot, in its sole discretion) together with the right of ingress and egress to and upon said parking area.
- (b) Any resident with more than one (1) vehicle, or more than two (2) vehicles if additional parking is not assigned to the Lot by the Board of Directors, must arrange to park the other vehicles off-site so as not to impede moving traffic on the narrow streets within the Community and interfere with the normal ingress and egress of other residents or emergency vehicles. Motorcycles may not be parked next to any building or on the Lot and must be parked only on the designated parking areas. In order to protect and preserve Owners' and occupants peaceful use of the Properties, no motorcycle, truck or other vehicle capable of producing engine, exhaust or operational noises in excess of a standard noise level (as determined solely by the Board) may be driven and/or operated within the Community.
- (c) Effective with the release of these By-Laws, no commercial vehicle shall be allowed to be parked in this Community overnight.
- (d) No recreational vehicles are permitted to be parked overnight in this Community either temporarily (e.g. overnight) or permanently.
- (e) No vehicles of any sort are to be stored or parked on the streets of the Community except in such parking areas designated for such purposes by the Board. Any such storage or parking may result in fines and also having the vehicle towed.
- (f) The Board is specifically authorized to tow or cause to be towed, at the sole cost and expense of the owner thereof, any vehicle stored,

parked or otherwise present within the lands of the Plat in violation of the Governing Documents.

- (g) Items shall not be stored on the roof racks of non-commercial passenger vehicles equipped with such devices and such roof racks must be emptied or cleared of items immediately after being used to transport such items
- (h) No vehicle shall be parked so as to encroach onto another Lot Owner's parking space or to block or impeded normal ingress, egress and access to another Lot Owner's parking space.

Section 4. Planting in Courtyards and Exclusive Easement Areas - See Article X EXTERIOR MAINTENANCE for details concerning Lot Owner's responsibility regarding planting.

Section 5. Garbage Disposal. Garbage and trash receptacles shall be placed at the curb on collection days. Receptacles shall be placed at the curb after 6 P.M. the day before collection and removed after collection as soon as possible thereafter but in no case more than 12 hours after collection. In order to prevent the spread of trash and garbage by animals (wild or otherwise), all receptacles containing food waste shall have tight fitting lids or be double bagged.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number and Term of Office - The members shall elect the Board of Directors at the annual membership meeting. The Board shall consist of at least three (3) but no more than seven (7) persons, all of whom shall be Members of the Association. There shall be seven (7) seats available on the Board unless and until a majority of the Members of the Association that are present in person or by proxy at a membership meeting where quorum is obtained approve a change in the number of seats on the Board. All Directors shall serve for a term of one (1) year unless he/she shall resign sooner, or is removed or otherwise disqualified to serve. In the event that not all of the seats on the Board are filled in any election, the Board members so elected shall appoint Members to fill the vacant seats on the Board, even if such Directors then serving on the Board constitute less than a quorum. If no Members run for election at an annual meeting the prior Directors shall continue to hold their seats until their successors are duly elected or appointed. The Directors that carry over in such a case shall schedule a new membership meeting for the purpose of electing directors within sixty (60) days of the membership meeting at which no directors were able to be elected. It is understood that this provision is to be liberally construed to ensure that a sufficient number of Directors serve on the

Board at all times in order to avoid an inability of the Association to conduct business or the appointment of a receiver to operate the Association. \_

Section 2. Nomination - Nomination for election to the Board of Directors may be made by returning the self-nomination form. Nominations may also be made from the floor at the Association Annual Meeting at which nominees must be present. Current Robert's Rules of Order will prevail.

Section 3. Election - Election to the Board of Directors shall be by written ballot or by a proxy submitted to the Association at the Association Annual Meeting. At such an election, the Members or their proxies may cast one vote for each Lot owned with respect to each Board vacancy, in accordance with Article II, of these Bylaws. The persons receiving the greatest number of votes shall be deemed elected for each vacancy. Cumulative voting is not permitted.

Section 4. Compensation - No Director may receive compensation for any service that may be rendered to the Association. However, any Director may be reimbursed for any out-of-pocket expense that may be incurred in the performance of duties.

Section 5. Responsibility - No person should accept the role of a Director unless he/she is willing to be responsible to the Association, first and foremost, and is willing to abide by and enforce the Governing Documents. . Board members agree to abide by all Association Rules.

Section 6. Removal - Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or as otherwise provided by Chapter 720, Florida Statutes, as amended from time to time. In the event of death, resignation or removal of a Director, the Director's successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the Director they are appointed to replace.

Section 7. In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by the Florida Statutes, as amended from time to time.

(1) The Board may name as assistant officers persons who are not elected Directors, which assistant officers shall have the same authority as the persons elected to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(2) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so. The Board may install an 800 emergency phone line to facilitate contact from Lot Owners who may not be in the area during an emergency.



(3) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and, further, shall be presumed to be reasonable and necessary and the burden of proving otherwise shall be borne by any party challenging the actions of the Board.

(4) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance these emergency provision shall incur no liability for doing so, except in the case of willful misconduct.

(5) These emergency provision shall supersede any inconsistent or contrary provisions of the Governing Documents during the period of emergency.

(6) For purposes of this Section only, an "emergency" exists only during a period of time that the Properties, or the immediate geographic area in which the Properties are located are subject to or may be in imminent danger of being subjected to a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Properties, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An emergency also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event such as a hurricane, earthquake, act of terrorism, or other similar event. If there is any question as to whether an emergency exists, an emergency shall be presumed to exist if so reasonably determined by any two (2) or more Directors, or by the President. .

#### Section 8. Meetings

- (a) Regular monthly meetings of the Board shall be held in the Board Room adjacent to the pool area or such other location as may from time to time be selected by the Board. These meetings are to be held on a date and time as designated by the Board. The schedule of all Board meetings will be posted 48 hours in advance of the meeting or as required by Florida statutes. All Members are invited to attend. If a Member wishes to address the Board, the member may do so for up to five (5) minutes under the Resident Discussion which normally is included at the beginning of the Board agenda but which is not required to be part of the agenda. It must be understood that, if Board action is required for any Member's request, such action could be deferred to the following meeting.



- (b) Special meetings of the Board shall be held when called by the President of the Association or by any three members of the Board, after not less than 2-day (48 Hours) prior notice to each Board member.
- (c) A majority of the number of Directors shall constitute a quorum for the transaction of Association business. Since there are seven (7) Board members, four (4) members will constitute a quorum. In the event that there are less than seven (7) duly elected or appointed Directors seated on the Board a quorum of the Board will consist of one (1) more than fifty (50) percent of the number of Directors that are duly elected or appointed to the Board from time to time.

#### Section 9. Officers and Their Duties

- (a) The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, who shall be members of the Board, and such other officers that the Board may from time to time create by resolution, which other officers do not have to be Directors but shall be Members.
- (b) The officers shall be elected at the first Board meeting of the Board of Directors following each annual meeting of the Members.
- (c) The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall resign sooner, be removed, or otherwise be disqualified to serve.
- (d) The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- (e) Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the President or Secretary of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein. The acceptance of such resignation shall not be necessary to make it effective.
- (f) A vacancy in any office may be filled through appointment by the Board. The person elected by the Board to such vacancy shall serve for the remainder of the term of the Board member replaced.
- (g) The offices of Secretary and Treasurer may be held by the same

person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to section 9, item (d) of this Article.

#### Section 10. The Duties of the Officers

- (a) President - The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall co-sign checks, certificates of deposit, contracts and promissory notes, if requested.
- (b) Vice-President - The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act; shall co-sign checks and other documents, if requested; and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and Members; keep the corporate seal of the Association and affix it on all documents requiring said seal; serve notice of meetings of the Board and Members; keep appropriate current records showing the members of the Association together with their addresses; shall co-sign checks, if requested; and shall perform such other duties as required by the Board.
- (d) Treasurer - The Treasurer shall oversee the receipts and deposits in appropriate bank accounts and disbursements of all monies of the Association as directed by the Board; shall co-sign checks and other documents, if requested, certificates of deposit and promissory notes of the Association; oversee the preparation of monthly financial statements to be presented to the Board; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; shall oversee the preparation of an annual budget to be delivered to the members prior to the Association Annual Meeting; and oversee the preparation of annual financial statements and either provide a copy or inform the Members that a copy is available at no charge.
- (e) The Board may appoint Architectural Review, Arbitration, Beautification, and Events Committees or other Committees as deemed appropriate to carry out its purpose.

## ARTICLE V

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. In addition to all other powers granted to the he Board of Directors in Chapter 720, Florida Statutes, Chapter 617, Florida Statutes, the Governing Documents and other applicable law, and not intended as a limitation, the Board shall have the power to:

- (a) Adopt Rules governing the use of the Lots, Common Area and facilities, the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof. Rules shall be deemed to be promulgated and effective upon approval by the Board at a duly notice meeting of the Board at which quorum was attained and shall not be recorded in the public records;
- (b) Suspend the voting rights of Members and the right to use of the Common Areas and recreational facilities by a Member all as provided in the Governing Documents and Chapter 720, Florida Statutes, as amended from time to time;
- (c) Levy fines or otherwise penalize Members for infractions or violations of the Governing Documents;
- (d) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions in the Governing Documents;
- (e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings;
- (f) Employ a licensed community association manager, independent contractors or such other contract employees as they may deem necessary and prescribe their duties;
- (g) Foreclose the lien against any Lot for which assessments are not paid after due date or to bring legal action against the Lot Owner personally obligated to pay all assessments and legal fees.

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

- (a) Cause to be kept the minutes of all meetings of the Members of the Association and of the Board of Directors in written form or in another form that can be converted into written form within a reasonable time. 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.

- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
- (c) Fix the amount of the annual assessment against each Lot and send a written notice to each Member at least thirty (30) days in advance of each annual assessment period.
- (d) Issue, or cause to be issued, an appropriate document which sets forth that an assessment is in arrears and, when necessary, employ an attorney at Lot Owner's expense to collect any outstanding assessments.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and Director's liability insurance and workers comp insurance to cover Directors, committee members and contract employees while performing work within the Community while otherwise on Association property at the direction of the Association.
- (f) Cause all agents or employees having fiscal responsibilities to be bonded or insured as it may deem appropriate in the Board's sole discretion.
- (g) Cause the Common Area to be maintained at the level and with such frequency as the Board, in its sole discretion, decides.

## ARTICLE VI

### MEETING OF MEMBERS

#### Section 1. Association Annual Meeting

- (a) The annual meeting of the Members shall be held in the month of November, or such other month as determined by the Board, at a time, date, and place to be determined by the Board of Directors.
- (b) The Members shall elect seven (7) members to the Board of Directors at this meeting.

Section 2. Special Meetings - Special Meetings of the Members may be called at any time by the Board of Directors or upon written request of at least ten percent (10%) of the Members. Since there are one hundred sixty-eight (168) Lot Owners in the Community, seventeen (17) Members would be required.



The business conducted at a Special Meeting is limited to that described in the Notice of Meeting.

Section 3. Notice of Meetings - A written notice of each meeting of the Members shall be provided by the Secretary by mailing a copy of such notice, postage prepaid, at least fourteen (14) days prior to such meeting to each Member entitled to vote, addressed to the Member's last address appearing on the books of the Association, or supplied by the Member for such purpose. If authorized in writing by a Member, the Association may send such notices via electronic mail to the email address supplied by the Member. Such notice shall specify the place, date and time of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Proxies - Each Member may vote in person or by proxy at all meetings of the Members. In order for a proxy to be valid, the proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. All proxies shall be filed with the Board of the Association. Any proxy may be revoked, at the Member's request in advance of the meeting. A Member may not give any proxy rights to a non-Member, including, without limitation, a tenant.

Section 5. Quorum - A quorum shall be thirty percent (30%) of the membership or eighty-one (81) Members present in person or by proxy. Decisions which require a vote of the Members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.

## ARTICLE VII

### GENERAL RESTRICTIONS

The Board of Directors may adopt additional Rules or modify or revised existing Rules from time to time governing the use of and activities within the Properties, the use and occupancy of the Common Areas and recreational facilities, and the use of Lots, including, without limitation, architectural controls and maintenance standards.

Section 1. Disclosure Summary - A prospective parcel Owner in the Community must be presented a Disclosure Summary before executing the contract for sale. The Disclosure Summary must be signed and returned to the office of Chardonnay at 14025 Trouville Drive, Tampa, Florida 33624 prior to taking title to the Lot. . A similar Disclosure Summary shall be completed for any rental property in Chardonnay. Copies of the Disclosure Summaries are included as an attachment at end of this document.

Section 2. Offensive activity - No noxious or offensive activity shall be carried on within any Lot or Dwelling Unit located on a Lot or on a Common Area, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. There shall not be maintained any plants, animals, devices or things of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Community by the Owners thereof. All domestic animals shall either be kept on a leash or kept within the Dwelling Unit located on the Lot.. No pets shall have the privilege to roam about the Properties. Hillsborough County Animal Services requires a complaint be made to them by the person offended by stray or vicious animals; therefore any Owner, resident or occupant should report such incidents to Hillsborough County Animal Control Services

Section 3. Signs - No commercial signs shall be erected or maintained at any time except for security and alarm company signs which are approved as long as it does not interfere with maintaining the Properties. The Board has approved a standard Real Estate sign that Lot Owners may obtain from any sign vendor of their choice. The Community Association Manager can provide the Lot Owner with names of sign companies which can provide the approved sign. At no time shall any sign be displayed with words such as "Foreclosure", "Bankrupt" or any other language that would tend to decrease the value of property in the Community. No "For Sale" sign will indicate a price for the property. No sign shall be larger than the standard real estate for sale or rent sign which is no greater than 3 feet wide by 3 feet tall. Notwithstanding the foregoing, no signs of any kind may be posted in windows.

The Association may post signs at the two entrances to Chardonnay regarding community events, trespassing, soliciting, parking, and speed limits.

Parking is not permitted on the grass in any area of the Community. Vehicles parked in violation of the Association's Governing Documents shall be towed at the sole cost and expense of the vehicle owner.

Section 4. Recreational Vehicles/Outbuildings - No recreational vehicle or outbuilding shall be placed on the Properties at any time, either temporarily or permanently. Portable On Demand Storage (PODS) or similar structures provided by other companies are allowed for fifteen (15) days prior to moving out and fifteen (15) days after moving in. Such outbuildings must be placed in the Owner's parking space.

Section 5. Outside Installations - No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot or the Dwelling Unit located thereon which interferes with the reception of radio or television signals received by any other Lot or the Dwelling Unit located thereon. . No outside antenna or apparatus for radio or television shall be

constructed, erected or maintained at any time on or near any Lot. The exception to this restriction is direct broadcast satellite service which is governed by Federal law. Satellite dishes may be no more than one meter (39") in diameter and may be installed with the following provisions: 1) the dish is not visible from the street if at all possible, 2) the color must be matched to the building if possible, 3) no satellite dish may be erected on Common Area, and 4) homeowners should request recommended installation sites from the Community Association Manager.

Section 6. Repair/Service/Storage of Vehicles - No inoperative cars, trucks or other types of vehicles shall be allowed to remain on the Properties for a period in excess of forty-eight (48) hours. There shall be no major repair or servicing performed on any vehicle in Chardonay. All vehicles must be validly licensed and display license plates and current registration decals as appropriate. Storage of vehicles on the streets of Chardonay outside of designated parking areas for storage of vehicles, as determined by the Board from time to time, is not permitted regardless of license status or registration status or operating condition. Residents requiring more than the allotted parking spaces for their vehicles shall be permitted to temporarily park the excess vehicles on the streets within Chardonay for no more than an aggregate of forty-eight (48) hours in any seven (7) day period without special written approval from the Board, which approval may be withheld, conditioned or denied in the Board's sole discretion. Parking on the street in violation of this forty-eight (48) hour restriction shall be considered storage of the vehicle. No unsightly vehicles (as determined by the Board in its sole discretion) may be maintained on the Properties and any unsightly conditions will be remediated by Owners following notice from the Board.

Section 7. Storage of Materials - No lumber, brick, stone, cinder/concrete blocks, screens, paint cans, hazardous materials or any other construction material shall be stored at or near any Lot or the Dwelling Unit located on the Lot. The only exception to this rule is if the Owner is having some renovation or repairs done and such storage is temporary and necessary to facilitate the renovations or repairs. Children's playthings shall not be left unattended on the Common Areas of the Community. Furniture and other items shall not be placed in the Common Areas or on the driveways.

Section 8. Commercial Vehicles - No Commercial Vehicles will be permitted in the Community except those that are servicing the Community.

Section 9. Household Pets. - A Lot Owner may have or keep a maximum of two dogs or cats (or any combination thereof not to exceed an aggregate total of two pets) in, on or about a Lot; provided, however, that any additional pets which are currently occupying Lots at the time of the adoption of these Amended and Restated bylaws will be "grandfathered in" and allowed to



remain, provided that they are registered with the Association within thirty (30) days following notice of the adoption of this limitation. Only dogs and cats are subject this limitation, and not fish or birds which are kept inside the Dwelling Unit on the Lot at all times and which do not disturb any other residents. If any animal becomes a nuisance or unreasonable disturbance to other residents the Association can require such animal to be removed from the Community, after notice and an opportunity for a hearing before the Board is provided to the animal's owner. No pets are permitted to roam in the Community. All pets (dogs and cats) must be on a leash or carried and accompanied by the Owner/Resident when not inside the Dwelling Unit located on the Lot. . Above all, pets are not allowed to defecate on any Common Areas without the Lot Owner/Non Owner occupant's immediate removal of the feces. No person present within the Properties shall feed any wildlife or stray animals. Bird feeders are permitted.

Section 10. Insurance - Damage And Destruction - Each Dwelling Unit on a Lot shall be insured by the Lot Owner against loss or damage by fire or other hazards as are covered under standard extended coverage insurance policies. In all events, the obtaining and maintenance of such insurance shall be governed by the following:

A. Each Dwelling Unit on a Lot shall at all times be insured in an amount equal to the full replacement cost thereof. The Board may (but is not obligated) from time to time request a copy of the insurance policies maintained by the Lot Owner with regard to the Lot and the Dwelling Unit located thereon. The Board shall have the power to require the Lot Owner to increase the amounts of the insurance coverage to the full replacement value of the Dwelling Unit located on the Lot as reasonably determined by the Board from time to time.

B. Unless such an endorsement is denied by the insurer, but regardless of how such insurance is purchased or by whom, the owner of the adjoining Dwelling Unit shall at all times be named as an additional insured, and a copy of each policy, including any renewal or additional policy, shall be delivered to the adjoining Dwelling Unit owner(s).

C. In case of fire or other casualty covered by such insurance, the insurance proceeds shall be applied to reconstruction or repair of the improvements. The affected Dwelling Unit shall be promptly restored to substantially the same condition in which it existed prior to the fire or other casualty, with the same vertical and horizontal dimensions as before. All such repairs and replacements shall be diligently pursued.

Lot Owners are encouraged to maintain liability insurance as well as insurance to cover any personal property located on the Lot or in the Dwelling Unit. The Association may request proof of any insurance or a copy of any



insurance policies kept by a Lot Owner with regard to the Lot or the Dwelling Unit located thereon in the event of any loss, damage or other casualty event that occurs on the Properties and for which the Board reasonably believes there may be coverage.

Section 11. No owner may rent out his/her home during the first two (2) years of ownership. After that time, when a home is rented out, the owner and/or the tenant will provide the Association with a Fifteen Hundred Dollar (\$1,500.00) Damage Deposit to cover damage to common areas caused by the renter. The deposit will be held in a non-interest bearing account by the Association. If there is no damage, the deposit will be returned to the owner/renter upon the expiration of the lease and the renter's removal from the home. If there is damage, the cost of repairs will be deducted from the deposit, and any balance remaining will be returned to the renter. If the deposit is not sufficient to pay for repairs, the remaining costs will be billed to the owner of the home.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement - The Association shall have the right to enforce, by any legal proceeding or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Failure by the Association to enforce any restriction contained in the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. Members of the Community are encouraged to report any observed violations to the Community Association Manager.

Section 2. Severability - Invalidation of any one of the restrictions in the Governing Documents by judgment or court order shall in no way affect any provisions hereof, which shall remain in full force and effect.

Section 3. Notices - Any notice required to be sent to any Lot Owner under the provisions of the Governing Documents shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person(s) who appears as Lot Owner(s) on the records of the Association at the time of such mailing.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, screen enclosure, shed or other structure shall be erected or maintained upon Association property or Common Areas without approval from the Association nor shall any exterior addition or change thereto be made to a Lot or any of the improvements on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, color, and location shall have been submitted by the Lot Owner to the Board and approved in writing by the Board. The Board shall be empowered to establish Rules regarding architectural matters, including, without limitation, such Rules as it deems necessary and appropriate so as to ensure the harmony of external design and location in relation to surrounding structures and topography. The Architectural Review Committee, which may be the Board or made up of certain Board members, will review and inspect the Lot and prepare its written recommendation to be presented to the Board for consideration. The Board will provide its written approval or disapproval in a timely manner. All exterior modifications must be approved by the Board before construction begins. Under no circumstance shall any approval given to a Lot Owner for a change or addition constitute approval for change or addition by any other Lot Owner.

Section 2. In order for the Architectural Review Committee and the Board of Directors to facilitate such requests while maintaining the integrity of the Community, the following parameters for rear patio enclosures/additions are hereby initially established, which may be supplemented or modified or amended by Rules approved by the Board from time to time, which Rules when adopted by the Board shall immediately supersede and replace the provisions in these Bylaws and in the case of any conflict between the Rules and this Article IX, the Rules shall prevail.

#### (a) General Provisions:

1. The patio extension pad must be of concrete, a minimum of four (4) inches thick, with either removal of the original patio slab or over-pour of a minimum of two (2) inches over the existing slab.
2. The screen enclosure (if desired) must be of bronze aluminum with black screen and include a flat white solid roof with gutter and down spouts or a screen roof with appropriate down spouts, if required.
3. The maximum width of the slab is the distance between the dividing walls for the center Dwelling Unit or the distance between the dividing wall and the wooden dividing fence on

the end Dwelling Unit or seventeen (17) feet, whichever is less.

4. The maximum length of the slab is the length of the shortest dividing wall between the Dwelling Unit or sixteen (16) feet, four (4) inches, whichever is less.
5. The maximum height shall be one (1) story with the roof being a minimum of twelve (12) inches below the soffit for Dwelling Units without second floor balconies; or a two (2) story, with twelve (12) inch clearance below the roof soffit for Dwelling Units with existing second floor balconies.

(b) Smaller Dwelling Units on Notreville Way

1. The patio extension pad and screen enclosure must comply with (a) 1 and 2 above.
2. The maximum width is the distance between the dividing fences for the center Dwelling Units, or the distance between the dividing fence and four (4) feet beyond the end of the building for the end Dwelling Units, or sixteen (16) feet, whichever is less.
3. The maximum length of the slab is the length of the wooden fence dividing the yard area between the Dwelling Units in the building or ten and one-half (10½) feet, whichever is less, for both the center and end Dwelling Units.
4. The maximum height shall be one story with the roof being a minimum of twelve (12) inches below the soffit.

(c) Relocation Requirements

1. Relocation of air-conditioning units outside the proposed screen enclosure will be accomplished at the Lot Owner's expense and will be allowed at the Board's option provided it will not interfere with access or landscape maintenance.
2. Sprinkler heads and lines shall be relocated by the Association contractor with any and all associated costs therefor borne solely by the Lot Owner. This must be coordinated with the Community Association Manager. The Board, at its discretion, may require a deposit from the Lot Owner in an amount equal to the estimate of the cost for this relocation.

3. The Lot Owner is responsible for any damage caused or arising from a relocation, including but not limited to damage to the Common Areas, irrigation lines, neighboring property and control wires and any other commonly owned property or privately owned property.

(d) Drainage

1. The Lot Owner is responsible, at the Lot Owner's sole cost and expense, for the realignment of all down spouts associated with the installation subject to approval of the Board.
2. Any drainage problems resulting from the installation, shall be repaired by the Association at the expense of the Lot Owner. The Board at its discretion may require a deposit from the Lot Owner in an amount equal to the best estimate of cost to repair any expected or anticipated drainage problems.

(e) Permits and Codes.

1. The Lot Owner is solely responsible to ensure that the installation complies with all applicable government codes.
2. The Lot Owner is responsible for obtaining all necessary permits and inspections, and shall provide the Association with copies of same.

(f) Repairs and Maintenance

1. By installing the patio or screen enclosure, the Lot Owner agrees, on behalf of himself/herself, to be fully responsible for all repairs to the screen enclosure, and that any repairs, including but not limited to replacement of torn screen sections, replacement of damaged structural frames or down spouts, shall be made on a timely basis, but in no case longer than thirty (30) days after notification by the Community Association Manager. Subsequent owners also are responsible for abiding by these agreements.
2. Should the Board of Directors be required to effect said repairs, the Association will charge back all expense and costs to the Lot Owner as a specific assessment.



(g) Approval Process

1. The Lot Owner must submit a request, including a drawing with plans and specifications, together with a copy of the proposed installation contract to the Board two (2) weeks prior to the next scheduled Board meeting.
2. The Board shall respond, in writing, to the Lot Owner's request through the Community Association Manager after a visual inspection has been made by the Architectural Review Committee.
3. Any and all agreements between the Board and the current Lot Owner shall be binding upon all future Owners of the Lot for which the approval was granted.
4. The Lot Owner agrees to remit payment to the Association within thirty (30) days of the receipt of a bill for any and all costs and expenses the Association incurred as a result of the installation including, but not limited to, relocation of sprinkler heads or lines, repairs to the structure itself or surrounding landscape. Further, the Lot Owner agrees that any amounts billed remaining unpaid shall be a specific assessment on the Lot and can be collected in the same manner.
5. The above are considered general guidelines. The actual size and specifications of each screen enclosure is subject to modification by the Board, in its discretion, to insure harmony with adjacent Dwelling Units and the Community as a whole, to insure ease of landscape maintenance, or for any other reason as the Board may deem necessary.

ARTICLE X

EXTERIOR MAINTENANCE

Section 1. Lot Owner/Resident Responsibility - Each Lot Owner or resident shall keep the exterior of the Dwelling Unit (both front and rear) in a clean and orderly condition, free of trash, rubbish, and dead plants; keep all doors, windows, screen enclosures and gutters/downspouts in a good state of repair and well maintained. Gutters and downspouts shall be kept free of debris so as to not impede the drainage of rainwater from the roof of the building. Each Lot Owner shall share equally in the cost of building termite treatment (subterranean and dry-wood). The applicable Lot Owners shall share equally the reasonable costs of maintaining, repairing and replacing common

appurtenances. Since the Association has an ongoing contract for painting the buildings, any paint needed for specific repainting (after repairs) will be furnished by the Association.

Section 2. Awnings - The awnings, on those Dwelling Units where applicable, will be replaced by the Association as needed, at the direction of the Board of Directors, and at the sole cost and expense of the individual Lot Owner benefitted by same. Such cost and expense will be a specific assessment against the Lot where the awnings are located. The Board of Directors will determine the date of replacement and may consider recommendations from the Architectural Review Committee regarding such replacement. If an individual awning becomes damaged or is in need of maintenance, it is to be repaired or maintained promptly by the Lot Owner of the Lot where the awning is located and at the sole cost and expense of the Lot Owner.

Section 3. Maintain Courtyards and Exclusive Easement Areas - As certain trees and plants have the potential of growing to sizes and shapes that can damage the foundation of the Dwelling Unit, party walls, concrete drives and sidewalks and the Common Areas, the following guidelines will prevail:

- (a) The Board of Directors of the Association may elect from time to time to have its landscape contractor perform normal landscaping and other routine maintenance functions in the courtyards located on a Lot or the side or back yard or other landscape areas located on a Lot. A Lot Owner may notify the Community Association Manager in writing if the Lot Owner wishes to maintain that Lot Owner's courtyard or the Lot Owner's fenced in side or back yard instead of the Association if the Board elects to maintain same, at such Owner's sole cost and expense, provided such maintenance complies with all applicable maintenance standards and the Governing Documents and is approved by the Board of Directors, at its sole discretion. The Board of Directors, at any time, can revoke its election to maintain the courtyards, side yards and back yards and other landscape areas on a Lot and the obligation for such maintenance shall immediately return to the Lot Owner.
- (b) No Lot Owner/resident shall plant anything in the Lot Owner's courtyard or exclusive easement area without prior written approval of the Association Board of Directors. In any request from a non-owner occupant the request must include the Owner's signature in order for the Board to act on the request. No real-estate agent's approval will be acceptable for this purpose. The Board can revoke its approval at any time, in which event the Lot Owner/resident shall remove the items planted and shall restore the area to the condition in which it existed before the items were planted.

- (c) No Lot Owner/resident shall install or have installed any plant/tree in any Common Area. Such installation will result in the removal of said plant/tree at the Lot Owner's sole cost and expense. Such cost and expense shall be a specific assessment against the Lot.
- (d) Each Lot Owner shall pay for the acquisition and installation of any approved plant or tree planted by that Lot Owner. Each Lot Owner shall pay for the maintenance of any approved plant or tree planted by the Lot Owner, or by the previous Lot Owner(s), except those plants and trees that the Association has elected to maintain.
- (e) No Lot Owner/resident shall do anything within the Lot Owner's courtyard or Lot or Exclusive Easement area that would adversely affect the safety, soundness, and/or architectural integrity of the buildings, driveways, walkways or Common Areas of the Community.
- (f) The Association has a list of approved plants and trees for use in the courtyards, Lots, and Exclusive Easement areas, which may by change from time to time by the Board. The list of plants and trees is available from the Community Association Manager.

Section 4. Party Walls/Fences - The cost of repair and maintenance (except painting which is included with the building painting schedule) of a party wall/fence shall be shared equally by the Lot Owners involved. Privacy fences that are located outside of the end Dwelling Unit of buildings which separate the Exclusive Easement area from the Common Area are the responsibility of the Lot Owner; however, fences between buildings shall be treated as a party fence and the first sentence in this section shall prevail.

## ARTICLE XI

### ASSESSMENTS

Section 1. The annual and special assessments levied by the Association (Board of Directors) shall be used exclusively for the recreation, health, safety and welfare of all residents in the Community and for the maintenance and improvement of the Common Area as well as for such purposes as are permissible activities of the Association and undertaken by it.

Section 2. Each Lot Owner, for each Lot owned within the Plat boundaries, is obligated to pay annual assessments and special assessments and specific assessments (collectively referred to as "assessments").

Section 3. Both annual and special assessments shall be made at a fixed uniform rate for all Lots. Each Lot Owner shall pay 1/168<sup>th</sup> or 0.5952% of



the total expenses of the Association; provided however that if any individual(s) or entity(s) owns more than one Lot, said owner shall pay 1/168<sup>th</sup> on each Lot such that any two lots owned will be assessed 2/168<sup>th</sup> and so on.

Section 4. The Board of Directors of the Association shall be empowered to levy a specific assessment against a Lot to recover the costs and expenses that are related solely (i) to the Lot; (ii) to the acts or omissions or negligence of the Owner or the Owner's family members, tenants, guests or invitees; (iii) to the recovery of any damage to the Common Areas caused by the Owner or the Owner's family members, tenants, guests or invitees; (iv) to any services or utilities provided to the Lot or the Owner; or (v) to a breach of the Declaration, Articles, Bylaws, or Rules by the Owner of the Lot or the Owner's family members, tenants, guests or invitees. A specific assessment if not paid by the Owner when due shall bear interest in the same manner and rate as the annual assessment, may become a lien against the Lot and foreclosed in the same manner as the annual assessment, and the costs of collection and attorneys' fees and costs incurred by the Association in levying and foreclosing the lien shall be recoverable from Owner. A specific assessment shall be due in one lump sum and shall not be broken into installment payments unless specifically authorized by the Board. A specific assessment is not required to be levied in a uniform rate among all Lots or any portion of the Lots and may be levied in whatever amount the Board deems appropriate against each particular Lot.

Section 5. The Board establishes annual assessments for each Lot based on future requirements of the Association. However, at the discretion of the Board, Lot Owners are granted the privilege of paying annual assessments in twelve equal installments, each due and payable on the first day of each month and special assessments or specific assessments in monthly installments for such period as the Board deems appropriate with each such monthly installment due and payable on the first day of each month. Monthly installments are considered late if not paid when due but the Association may waive interest and late fees if the amount due is paid by the twentieth (20<sup>th</sup>) day of each month. The administrative late fee will not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate of 18 percent per year. If a Lot Owner fails to pay a monetary obligation owed to the Association when due, then the Lot Owner will be in default. The Lot Owner, once in default of the Owner's payment obligations, shall be subject to such collection actions at law or in equity as deemed necessary and appropriate by the Board. The Board may from time to time (but shall not be obligated to) adopt certain resolutions regarding a collection policy for delinquent assessments and other obligations due to the Association.

- (a) If the Lot Owner fails to pay an assessment installment when due,

the Association may accelerate and declare all of the remaining installments for the annual assessment to be due and payable immediately, and the Association may file a claim of lien against the Lot Owner's property for the entire annual assessment. This will include the lien filing and release fee, an attorney's fee, and other allowable costs. The Association's attorney will send the Lot Owner a letter (the claim notification letter) notifying the Lot Owner of the filing of the Claim of Lien.

- (b) The Board, in its discretion, may revoke the privilege of paying the annual assessment or special assessment or specific assessment in monthly installments for any Lot, at any time and require the Lot Owner to pay the entire annual assessment, special assessment or specific assessment in one lump sum.

## ARTICLE XII

### FINES AND SUSPENSIONS AND TOWING

In accordance with Chapter 720, Florida Statutes, as amended from time to time and the Governing Documents, the Association may levy fines, suspend use rights or take such other enforcement action against its Members and the Member's guests, invitees and family members, as may be provided by applicable law or the Governing Documents. Procedures related to fining are found in the Fining Policies adopted and amended by the Board of Directors from time to time.

Section 1. Suspension of the Right to Use the Pool Facilities - The Association has the right to suspend the right to use the pool/spa facilities and other Common Areas for a period not to exceed sixty (60) days for any single infraction of its Governing Documents. Such suspensions shall be made in accordance with FS 720.305 and such policies and procedures adopted by the Board of Directors of the Association from time to time.

Section 2. Unauthorized Parking in Driveways - Each Lot is allowed the use of not less than one (1) nor more than two (2) parking spaces located on the Common Areas. If a Lot Owner requires more than two parking places, other arrangements must be made prior to moving into Chardonnay. No one may use another Lot Owner's parking space(s) or parking facilities (i) without their prior written approval, which written approval shall be given to the Community Association Manager in advance of using such parking space(s) in order to avoid being towed by the Association; or (ii) if such an arrangement will leave a Lot with less than one (1) parking space available for the exclusive use of the Lot Owner of the Lot. The Association may tow any vehicle at the sole cost and expense of the owner of the vehicle which is parked in violation of the Governing

Documents in addition to levying fines or taking other enforcement action with the cost and expense of such enforcement action incurred by the Association being born by the Lot Owner who is in violation or who allows his family members, guests or invitees to violate the Governing Documents. .

Section 3. Illegal Parking on the Streets and Authority To Tow - It is a violation of the Governing Documents to park in front of fire hydrants or in violation of any applicable law. Parking is not permitted on the grass or in any area where the curb is painted yellow or in any portion of the Common Areas not approved for parking by the Association. Vehicles are not to be stored on streets within the Community. Vehicles being stored on the streets are subject to towing after proper warning (as determined solely by the Board in each instance) has been given. Vehicles parked in a manner that impedes or blocks traffic on the streets within the Community or blocks driveways, drive aisles, or ingress/egress to Lots or Common Areas or which creates a safety hazard to other vehicles or pedestrians (as determined by the Board or by the Community Association Manager, in either's sole discretion) may be towed immediately and without advance notice or warnings at the sole cost and expense of the owner of the vehicle. In addition to fining or taking any other enforcement action, the Association is hereby authorized to tow vehicles at the sole cost and expense of the owner thereof, which are present upon the Properties and in violation of the Governing Documents. The Association may enter into a contract for towing vehicles and having signs erected in, on, about or adjacent to the Properties stating that vehicles may be towed.

## ARTICLE XIII

### COMMITTEES

The Board may have as many committees as is deemed necessary to carry on the business of the Association. Each committee shall consist of Members, approved by the Board, with a minimum of three (3) Lot Owners who currently are not serving on the Board. The committees may be chaired by director or a non-Board member. Directors may serve on any committee except as otherwise prohibited by applicable law. The following list represents the current committee structure of the Association, which committees and their composition, powers and duties are subject to change from time to time at the discretion of the Board:

1. Arbitration - Arbitration - This committee will provide an opportunity for Lot Owners to be heard in fine and suspension matters. If the Arbitration Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. It should be understood that this committee will be guided by state and local statutes, ordinances, and regulations; and the Governing Documents. The Arbitration Committee will make its report and recommendations to the Board of Directors for the Board's final action. The Arbitration Committee



shall be composed of at least three (3) Members approved by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee or otherwise prohibited by applicable law from serving on the committee.

2. Architectural Review - This committee will review all requests for exterior architectural changes including, but not limited to, patios, screen enclosures, and fences. The Architectural Review Committee recommendation will be made to the Board which then has the final decision on these matters.

3. Beautification - This committee will inspect the Community with the intent of beautification and will make recommendations to the Board.

4. Executive - This committee, composed of the President, Vice-President, Secretary and Treasurer, shall review all sensitive matters such as new contracts, quality of work performed by contractors, especially the Community Association Manager, and make recommendations to the Board.

5. Newsletter - This committee will collect and compile worthy items of interest for the Community newsletter if the Board approves the creation and publication of such newsletter. The Board of Directors may limit or control the content of such newsletter as it deems necessary or appropriate in its sole discretion.

6. Events - This committee is not restricted to a minimum of three (3) Members simply because of the nature of the activities. The committee will be responsible for all Association social functions that could be held. The chairperson must present plans to the Board for final approval.

Meetings of the Board and committee meetings shall be held in accordance with applicable law. . All committee recommendations must come before the Board for final approval and action. The only exception to this is the Arbitration Committee which makes final decisions on fines and suspensions in accordance with FS 720.305. .

## ARTICLE XIV

### CORPORATE SEAL

The Association does have a Corporate Seal in circular form having within its circumference the words: CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., Corporate Seal Florida.

## ARTICLE XV

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members at which quorum has been obtained, by a vote of a majority of the Members present in person or by proxy.

Section 2. In the case of any conflict between these By-Laws, the Articles of Incorporation, Declaration of Covenants and Restrictions, and the Florida State Statutes, the following order of precedence shall prevail:

- (a) Florida State Statutes
- (b) The Declaration
- (c) Articles
- (d) By-Laws
- (e) Rules, unless in the case of certain Bylaw provisions which are specifically made subordinate to the Rules.

### CERTIFICATION

The undersigned, being a duly appointed officer of the corporation, do hereby certify that these Amended and Restated Bylaws were properly adopted on the 22nd day of January 2015.

CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.  
a Florida not for profit corporation

By: Michael L. Herman

Print: Michael L. Herman  
Its Secretary

DISCLOSURE SUMMARY  
FOR CHARDONNAY (Required Pursuant to FS 720.401)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION (CHARDONNAY HOMEOWNERS ASSOCIATION, INC.)

2. THERE ARE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY. (Originally recorded in Official Records Book 4392, Page 967, in the Public Records of Hillsborough County Florida, and as further amended or supplemented.)

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_ PER \_\_\_\_\_. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_ PER \_\_\_\_\_.

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_ PER \_\_\_\_\_.

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PURCHASER: \_\_\_\_\_



CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.  
POLICY FOR COLLECTION OF ASSESSMENTS

The following guidelines shall be followed for collection of all amounts due to the Chardonnay Homeowner's Association, Inc. ("Association") from delinquent owners:

1. All Assessments, as defined in the Carrollwood Village Phase III, Village XVI Declaration of Covenants and Restrictions (the "Declaration") and the Articles of Incorporation of the Association ("Articles") and the Bylaws of the Association ("Bylaws") (collectively, the Declaration, Articles and Bylaws are referred to as the "Documents"), shall be made payable as set forth by the Board of Directors ("Board") of the Association. Annual assessments, as defined in the Documents, shall be made on a calendar month basis and are due on the 1<sup>st</sup> day of each calendar month, unless otherwise directed by the Board. Assessments of every type permitted in the Documents will be considered delinquent if not paid when due and shall bear interest from the due date at eighteen percent (18%) per annum if not received by the tenth (20<sup>th</sup>) day after the date the payment is due. Delinquent Assessment payments shall be subject to a late fee of twenty five dollars (\$25.00) if payment is not received by the date the payment is originally due.

2. On the last day of the month in which an Assessment payment is due, or as shortly thereafter as possible, the Association's community association management company ("Manager") will send a reminder letter to owners with unpaid Assessment amounts that said payments are past due and owing. The notice shall also inform the delinquent owner of any late fees and interest that is then due and payable. The Manager shall be empowered (but shall not be obligated) to waive late fees or interest, in its sole discretion, if a delinquent owner makes full payment of the then past due Assessment amounts: (i) within ten (10) days of the date of the reminder letter; or (ii) at any time prior to the delinquent account being transferred to the Association's attorney for collection.

3. Any account with Assessment payments (including unpaid late fees or interest) that is more than ninety (90) days past due shall be referred to the Board by the Manager for such suspensions as may be deemed desirable by the Board and that are permitted under applicable law.

4. Any account with Assessment payments (including unpaid late fees or interest) that is more than thirty (30) days past due, and which is

occupied by a tenant, shall have a rent demand letter sent by the Association pursuant to Section 720.3085(8), Florida Statutes. The rent demand letter may be sent by the Association's attorney, Manager, President or Vice President without further authorization from the Board. Notwithstanding the foregoing, the Association's attorney, Manager, President or Vice President shall have discretion to not send the rent demand letter if the amount past due is less than one hundred fifty dollars (\$150.00) or the delinquent owner has entered into a reasonable payment plan approved by the Board.

5. Any account with Assessment payments (including unpaid late fees or interest) that is more than ninety (90) days past due shall be sent by the Manager to the Association's attorney for collection. Notwithstanding the foregoing, the Manager shall have discretion to not send delinquent accounts to the Association's attorney for collection if the amount past due is less than one hundred fifty dollars (\$150.00) or the delinquent owner has entered into a reasonable payment plan approved by the Board.

6. The Manager will add all costs of collection incurred by the Association, including, without limitation, attorneys' fees and costs, as well as late fees (if any) and accrued interest (if any) to the delinquent owner's account. The Manager shall send the updated account information to the Association's attorney.

7. Once a collection file is received by the Association's attorney, the attorney will proceed with sending the notice required by Section 720.3085(4), Florida Statutes (Lien Notice), and if the past due amount remains unpaid after the forty five (45) day period provided by Section 718.3085(4), Florida Statutes, the attorney shall record a claim of lien on the delinquent owner's property, and then send the forty five (45) day notice required by Section 720.3085(5), Florida Statutes (Foreclosure Notice). The Association's attorney may dispense with sending notices under Chapter 720, Florida Statutes, for collection matters if otherwise permitted by applicable law. The Association's attorney shall be empowered to send, or cause to be sent, rent demand letters to delinquent owners and tenants pursuant to Section 718.3085(8), Florida Statutes, when there is evidence that the property at issue is being leased and a monetary obligation is owed to the Association with regard to such property.

8. Upon mailing of the notices and the passage of the time periods for notice to the delinquent owner in Section 720.3085(4), Florida Statutes (Lien Notice), and Section 720.3085(5), Florida Statutes (Foreclosure Notice), unless such notices and time periods may be dispensed with pursuant to other applicable law in which case the

attorney may proceed as soon as permitted, and upon the approval by the Board, the Association's attorney will foreclose the claim of lien or seek a money judgment from all persons that may be liable for the delinquency in order to collect the amounts due.

9. The President of the Association, in the absence of an approval by the Board of Directors, shall be empowered to approve any payment plan regarding an obligation due to the Association with regard to a property. The President of the Association, in the absence of an approval by the Board of Directors, shall be empowered to approve any settlement of an obligation due to the Association with regard to a property, including, without limitation, a settlement which results in a payment to the Association that is less than the amount originally claimed to be due. The Vice President of the Association shall be empowered to take the actions authorized in this section in the absence of or inability of the President to act.

10. Pursuant to Section 720.3085(3)(b), Florida Statutes, any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

11. Notwithstanding anything to the contrary set forth in this policy resolution, the Board of Directors of the Association shall at all times be empowered to take such actions it deems necessary and reasonable to protect the interests of the Association, which actions may be contrary to, in addition to, or otherwise different from the policies set forth herein. The Association shall not be deemed to have waived any of its rights in law or in equity or to be estopped or barred in any way from collecting any amounts or obligations due to it by enacting this collection policy or by following or not following this collection policy.

ADOPTED BY THE BOARD OF DIRECTORS ON THE  
22nd DAY OF JANUARY 2015



Chardonnay Homeowner's Association, Inc.  
Procedures for Monitoring and Enforcing  
Governing Documents

ARBITRATION COMMITTEE PROCEDURES. The following procedures shall be followed by the Chardonnay Homeowner's Association, Inc. (the "Association") with respect to violation(s) of the Carrollwood Village Phase III, Village XVI Declaration of Covenants and Restrictions, as amended or supplements (the "Declaration"), the Articles of Incorporation of the Association ("Articles"), the By-laws of the Association ("Bylaws"), and the rules and regulations promulgated by the Association ("Rules"), including, without limitation, all amendments, supplements, revisions and additions thereto (collectively, all of the foregoing governing documents of the Association and the community known as Chardonnay shall hereafter be referred to as the "Governing Documents").

1. Documenting Initial Violations. Notification to the Association of initial violation of the Governing Documents will come from the following sources:

(a) Resident Input

(i) Residents are encouraged to bring an alleged violation or alleged multiple violations of the Governing Documents to the attention of the community association manager for Chardonnay ("Community Association Manager" ["CAM"]). Any notice of alleged violation(s) must be submitted in writing (by letter, facsimile or email) ("Alleged Violation Notice"). Upon receipt of an Alleged Violation Notice, the CAM will, on its next on-site inspection as described in Section 1.b. below, conduct an inspection of the property at issue.

(ii) If a violation of the Governing Documents is verified by the CAM, either by inspection or by other evidence collected by the CAM or by the complainant or otherwise, then the CAM, acting as the agent for and on behalf of the Board of Directors ("Board") of the Association, will within three (3) working days of the on-site or other confirmation of a violation on a property, send the owner of the property a friendly reminder by regular mail ("Friendly Reminder") requesting that the problem be corrected in a reasonable period of time. The time periods for correction of a violation shall be determined by the CAM at his/her discretion based on the facts and circumstances surrounding a violation. Upon good cause shown by an owner in writing, the CAM shall have the discretion to extend the time for correcting the violation as set forth in the Friendly Reminder. The Friendly Reminder will ask the owner to return a form stating that the violation has been corrected and indicating what action the owner has taken to correct the violation. The resident who initiated the Alleged Violation Notice will be notified of the final corrective action.

(iii) Notwithstanding anything to the contrary herein, if the CAM or the Board deems that the owner is repeating the same or similar violations or if

the violation is of such a nature that it is easily repeatable or if the owner is abusing the Friendly Reminder process or in such other cases where the Board deems a Friendly Reminder is not appropriate (in the Board's sole discretion), then the Board may propose a fine without providing the Friendly Reminder or any opportunity to cure and the proposed fine shall be sent immediately to the Arbitration Committee ("Committee") for a hearing after proper notice is given to the owner regarding the hearing. The Friendly Reminder is not to be construed to be required in all cases and is provided as a courtesy and is not a prerequisite for a fine to be proposed by the Board or otherwise levied.

b. On-Site Inspections by the CAM. The CAM will conduct regular on-site inspections of the community, including, without limitation, the individual lots and improvements therein. Any violation observed by the CAM during such inspections will be handled in the same manner as provided in Paragraph 1.a.(ii) above.

2. Follow-Up Inspections and Association Action. After expiration of the correction period contained in the Friendly Reminder, the following procedure shall apply:

a. The CAM will conduct a follow-up inspection of those properties which have been sent a Friendly Reminder pursuant to Paragraph 1 above after the applicable correction period set forth in the Friendly Reminder and any extensions thereof have expired. If the violation of the Governing Documents has not been corrected, then the CAM will take photographs, testimony or secure other evidence regarding the uncured violation and present such evidence to the Board. The Board will review the evidence, consider all relevant facts, and make a determination to levy a fine for the violation of the Governing Documents. A fine of up to \$100.00 per violation may be levied by the Board. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine may exceed \$1,000.00 in the aggregate, unless otherwise provided in the Governing Documents.

b. Within three (3) working days following the levy of a fine by the Board, the CAM will, on behalf of the Board, send the owner a violation letter by regular and certified mail; return receipt requested ("Violation Letter"). The Violation Letter shall: (i) describe the violation; (ii) inform the owner of the finding of the violation of the Governing Documents by the Board; (iii) advise the owner that the Board has proposed a fine as a consequence of the violation and referred the matter to the Arbitration Committee ("Committee") to impose the fine; (iv) give the owner the specific date, time and location of the upcoming meeting of the Committee at which the fine will be considered by the Committee ("Noticed Committee Meeting"); (v) advise the owner of the deadline by which the owner must correct the violation; and (vi) advise the owner of the deadline to return the Violation Letter with the completed corrective action noted thereon ("Completed

Corrective Action Notice"). If the owner provides a timely Completed Corrective Action Notice then the CAM shall verify in advance of the Noticed Committee Meeting that the required corrective action has been completed. If the owner provides a timely Completed Corrective Action Notice that is verified by the CAM in advance of the Noticed Committee Meeting, then the Committee may consider such evidence and may elect, but shall not be obligated, to not impose the fine proposed by the Board based on such evidence of remediation. The Noticed Committee Meeting at which the matter will be considered shall be held not less than fourteen (14) days after the mailing date of the Violation Letter.

c. An owner's failure to return the Completed Corrective Action Notice as instructed in the Violation Letter no later than forty eight (48) hours prior to the date of the Noticed Committee Meeting shall create a presumption by the Committee that the owner does not intend to timely correct the violation unless a timely request for additional time to correct the violation is made by the owner as set forth in Paragraph 2.d. below. UNLESS OTHERWISE STATED IN THE VIOLATION LETTER, AN OWNER'S FAILURE TO ATTEND THE NOTICED COMMITTEE MEETING OR TIMELY SUBMIT THE COMPLETED CORRECTIVE ACTION NOTICE, EVEN IF CORRECTIVE ACTION HAS BEEN TAKEN BY THE OWNER, MAY RESULT IN THE IMPOSITION OF THE PROPOSED FINE. An owner that receives a Violation Letter must attend the Noticed Committee Meeting unless otherwise directed in writing by the Board of Directors, CAM or Committee.

d. If an owner receiving a Violation Letter intends to correct the violation but is unable to do so within the time period provided in the Violation Letter, the owner must request additional time to correct the violation by completing the applicable portion of the Violation Letter and returning it to the CAM no later than forty eight (48) hours prior to the date of the Noticed Committee Meeting, in which event the CAM may, but is in no way obligated to grant, such additional time as the CAM deems reasonable, in the CAM's sole discretion, to correct the violation, up to a maximum of thirty (30) days. Upon the CAM granting a request for additional time to correct the violation, the matter will be deferred to a Committee meeting following the expiration of the additional time period for the owner to cure the violation and the CAM will send the owner a letter ("Extension Letter") acknowledging receipt of the owner's request for additional time to correct the violation and the date by which the owner must (i) provide the CAM with a Completed Corrective Action Notice and (ii) the specific date, time and location of the Committee meeting at which the fine will be considered ("Deferred Committee Meeting").

### 3. ARBITRATION COMMITTEE.

a. Meeting. The Committee will hold regularly scheduled meetings, as determined from time to time by the Committee, usually the first Tuesday of each month.



b. Committee Members. The Committee shall initially be comprised of a minimum of three (3) but not more than five (5) members of the Association which shall be appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. However, the number of members on the Committee may be changed by the Board from time to time, but shall never be less than three (3) members. Actions by the Committee shall be taken at a Committee meeting at which quorum is present. A quorum for the Committee shall consist of no less than three (3) members of the Committee being present for the Committee meeting. The total number of Committee members shall be determined from time to time by a vote of the Board then serving; provided, however, that there shall always be an odd number of Committee members. The Board, in its sole discretion, may remove Committee members from the Committee, with or without cause, by a majority vote of the Board.

c. Deadline. The CAM shall prepare and deliver to each member of the Committee at least forty eight (48) hours prior to the Committee meeting, an agenda of proposed fines to be considered by the Committee at the Committee meeting in order to give the members of the Committee the opportunity to review and observe the violations prior to the Committee meeting.

d. Resident Hearings. Owners accused of a violation or who are responsible for the acts or omissions of their guests, invitees, tenants or family members that have allegedly violated the Governing Documents will be given an opportunity to discuss the situation with the Committee at the meeting and explain why a fine should or should not be approved as proposed by the Board and answer any relevant questions the Committee members may have. Each owner accused of a violation shall have a maximum of fifteen (15) minutes to speak to the Committee unless granted additional time in the sole discretion of the Committee. The Chairman of the Committee shall have authority to terminate the hearing if the owner becomes verbally abusive or threatening toward Committee members or the CAM or otherwise acts in an inappropriate or offensive manner.

e. Objectivity. The Committee members shall be objective in their review of all evidence and/or testimony regarding a violation and the proposed fine.

f. Committee Decision. The Committee must agree on what action to take with regard to a proposed fine by a majority vote of the Committee. Depending on the particular violation, the Committee may choose to take, either individually or in conjunction with one another, any of the following actions: (i) approving the proposed fine immediately; (ii) giving the owner an reasonable additional period of time to correct the problem before the fine is approved; (iii)

rejecting the imposition of the fine; or (iv) reducing the fine. Fines against an owner shall be considered to be immediately imposed and levied by the Board upon approval by the Committee (and the expiration of any additional periods approved by the Committee to correct a violation, if any) without further notice, hearing or opportunity to be heard. The Committee may not increase fines proposed by the Board. Subject to Section 6 below, a decision by the Committee to approve a lesser fine than that proposed by the Board or to not approve the imposition of a fine is final and binding on the Association. Minutes shall be maintained by a member of the Committee or the CAM of the actions taken by the Committee. The CAM shall notify the affected resident of the action taken by the Committee within three (3) business days following the Committee meeting at which the matter was heard.

4. FOLLOW-UP ON COMMITTEE DECISION. Once the Committee has determined that a violation exists or has otherwise occurred, the Committee and/or CAM shall follow-up on those properties and/or owners determined by the Committee to currently be or to have previously been in violation in order to ascertain if proper corrective action is being diligently pursued or has been completed by the owner. Continuing or unresolved violations shall be reported to the Board by the CAM and/or the Committee. If the Committee, in its sole discretion, provided the owner with a period of time to cure the violation before a fine is approved and the violation is not corrected within the applicable cure period set forth by the Committee, then the proposed fine shall be automatically approved (in the original proposed amount or the reduced amount set and approved by the Committee, whichever is less) and the CAM, on behalf of the Board, will notify the owner of the fine and send an invoice giving the owner fourteen (14) days to pay the fine. Paying the fine does not relieve the owner of the responsibility to correct the violation. Nothing herein shall be construed as requiring the Committee to provide the owner with any period of time to remedy a violation before a fine is imposed. The Committee may, in its sole discretion, provide the owner with additional time to cure a violation when the Committee, in its sole discretion, determines from all the facts and circumstances that such additional time to cure a violation is appropriate.

5. REFERRAL TO COUNSEL. The CAM shall notify the Board if the violation continues and/or the fine is not paid on time. The Board may take all appropriate enforcement action, including, without limitation, referring the matter to the Association's attorney for appropriate legal action.

6. ADDITIONAL FINES FOR NEW VIOLATIONS. New violations which are not corrected within the time periods established by the Board, CAM and/or Committee, as may be appropriate under the circumstances, shall be subject to additional fines in accordance with the procedures set forth herein.

ADOPTED THIS 22nd DAY OF JANUARY 2015 BY THE BOARD OF DIRECTORS.

CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered this 31<sup>st</sup> day of July, 1984, by MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the City of Tampa, County of Hillsborough, State of Florida, which is more particularly described as:

Plat of Carrollwood Village Phase III, Village XVI, according to the plat thereof recorded in Plat Book 56, pages 25-1 to 25-3, Public Records of Hillsborough County, Florida; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community, and for the maintenance of the Common Areas, recreation areas and other common facilities within said properties, and to this end, desires to subject the Properties to the Covenants, Restrictions, Casements, Charges and Liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each Owner thereof; and

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

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., the purpose of which will be to exercise the aforesaid functions.

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



ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any "Lot", which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

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

All areas shown on any recorded subdivision plat of the Properties, other than any portion thereof included in a Lot or in a dedicated road or other dedicated easement where a governmental or other entity has agreed to accept maintenance responsibility.

Section 5. "Lot" shall mean and refer to any dwelling unit site or plot of land shown on a recorded subdivision plat of the Properties, with the exception of the Common Area. The word Lot shall include both the platted site or plot of land, and the residence located thereon when same has been constructed.

Section 6. "Declarant" shall mean and refer to MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**NOTE:** The Declarant developer turned over control of the Association to the non-developer Association members more than 25 years ago. At that time, all powers and duties were transferred from the Declarant to the Association, when applicable. All language related to the reservation of any rights to the Declarant is hereby deleted, and of no further force and effect.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area which shall be

appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Lot Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the member. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and

(d) the right of individual Lot Owners to the exclusive use of parking spaces as provided in this Article, and to the exclusive use of a portion of the Common Area immediately adjacent to said Lot as provided in Section 4 hereof.

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

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not less than one (1), nor more than two (2) parking spaces (side-by-side), in front of each Lot (if such additional parking is available and approved by the Board of Directors for the use by the Lot, in its sole discretion), which shall be as near and convenient to said Lot as is reasonably and practically possible, together with the right of ingress and egress to and upon said parking area. The Association shall assign the aforesaid number of automobile parking spaces for each Lot.

Section 4. Exclusive Easements in Common Area. Lot Owners shall have an exclusive right and easement of use and enjoyment in and to a portion of the Common Area adjacent to each such Lot and described more particularly herein below. Such easements shall be appurtenant to the ownership of a Lot, shall pass with the transfer of title to said Lot, and may not be separated from the title to said Lot, either voluntarily or involuntarily. The exclusive easements granted and created hereby are described as follows:

(a) Each Lot Owner shall have an exclusive easement in and to the concrete deck or patio area located at the rear of and adjacent to each said Lot; and

(b) Each Owner of a Lot on the end of a building shall have an exclusive easement in and to that portion of the Common Area located on the side of and adjacent to each such end Lot which shall be enclosed within a fence erected by the Declarant.

Section 5. Easement for Encroachments. Each Lot and the Common Area shall be subject to an easement for encroachment created by construction, settling and overhangs, as designed or constructed by the Declarant or its designee. A valid easement for said encroachments for the maintenance of same, so long as it stands, shall and does exist. In the event a structure on a Lot is partially or totally destroyed, and the rebuilt, the owners of the properties so affected agree that minor encroachments of parts of the adjacent structures shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 6. Easement for Utilities and Services. There is hereby created upon and under the Common Area easements for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewer, gas, telephone and electricity, and a mast television antenna system or cable television. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and main wires, circuits and conduits on, above, and under said property.

An easement is further granted to all police, fire protection, ambulance, mailmen and deliveryman, and all similar persons to enter upon the drives and walkways in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines or other utilities may be installed or relocated on the property except as initially programmed and approved by the Declarant or hereafter approved by the Homeowner's Association. Should any utility furnishing a service covered by the general easement herein provided, request a specific easement by separate recordable document, each Lot Owner by acceptance of a deed to a Lot agrees to execute such document.

Section 7. Construction and Sales. There is hereby reserved to the Declarant, its designees, successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Properties; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.



ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Lot Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in Lot shall be exercised as they among themselves determine and in accordance with the Association's Bylaws, but in no event shall more than one vote be case with respect to any Lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management,

maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND 00/100 (\$360.00) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year as necessary to cover the known or anticipated expenses of the Association for the coming year, without a vote of the membership.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, and any other expenses which are the obligation of the Association, and which are not covered by the annual budget. Special assessments may be levied for material alterations or improvements, if the alteration or improvement has been approved by a majority of the votes cast at a meeting of the membership at which a quorum is present.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the highest rate allowed by law. In addition, the Association shall have the authority to charge an administrative late fee of \$25.00, or such other amount as may be permitted by Chapter 720, Florida Statutes, as amended from time to time, for each assessment or delinquent installment thereof that the payment is late. The Association's lien shall secure all unpaid assessments, interest,

late fees and attorneys' fees and costs incurred in the collection process. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall obligate the lender and/or third party purchaser to such payments of and limitations on delinquent amounts due as set forth in the applicable provisions of Chapter 720, Florida Statutes. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V EXTERIOR MAINTENANCE

Section 1. Maintenance and Repair of Lots. Each Lot Owner will: keep that Lot Owner's Lot and the exterior of the improvements thereon in a clean and orderly condition; maintain the lawn and surrounding areas on that Owner's Lot in a neat and clean condition; keep the grass cut; keep the Lot free of trash, rubbish and items that would detract from the appearance of the Lots as a whole; keep all doors and windows in a good state of repair and maintenance; and pay one-fourth of the cost of exterior maintenance, repair and/or rehabilitation of the Building, whenever the Owners of three of the four Lots in the Track or Block upon which the Building is located determine that such exterior maintenance, repair and/or rehabilitation is appropriate. If any Lot Owner believes that another Lot Owner is not cleaning, maintaining and repairing that Owner's Lot, and the improvements thereon, in accordance with the foregoing standards, the complaining Lot Owner may submit the complaint to the Association for arbitration. The decision of the Association as to whether or not the demanded cleaning, repair, or maintenance shall be performed shall be binding and final.

Section 2. Maintenance of Exclusive Easement Areas. Each Lot Owner shall be obligated to repair and maintain the exclusive easement areas granted to said Owner pursuant to the terms and provisions and Article II, Section 4. hereof, at his sole cost and expense. Such obligation to repair and maintain shall include the obligation to repair and maintain the fences erected between the buildings to separate the side yard easements, as provided in Article VI hereof.



Section 3. Exterior Maintenance By the Association. In the event an Owner or Owners of any Lot or Lots in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcels and to repair, maintain and restore the Lot or Lots and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Lots are subject.

## ARTICLE VI PARTY WALLS

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

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

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

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

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

Section 6. Maintenance of Side Yard Fences. Each fence which is erected by Declarant as a part of the original construction of the homes upon the Properties and placed in the Common Area between the end Lots of two (2) separate buildings shall constitute a "party fence", and the provisions of this Article VI shall apply as well to the repair and maintenance of such party fences.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or a party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII ARCHITECTURAL CONTROL

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 whatsoever thereto be made until the plans and specifications show the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the Architectural Review Committee, fails to approve or disapprove such design, location, and plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Upon request from the Owner, the Secretary of the Association shall issue a certificate to that effect.

Neither the Association, nor the Board, nor any member of the Board or its designated Committee, shall have any liability to anyone by reason of any action taken in good faith pursuant to this Article. Approval by the Association is not a substitute for compliance with any applicable building or safety code and the issuance of a building permit shall not be a substitute for approval by the Association. Approval by the Association does not constitute a finding that a requested modification is safe or properly constructed or designed.

## ARTICLE VIII GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 3. Signs. No commercial signs shall be erected or maintained on any Lot at any time, provided, the Owner thereof shall have the right to erect or place upon his Lot, one (1) "For Rent" or "For Sale" sign; provided further, that any such sign shall not exceed four (4) square feet in size, and that the design of any such sign shall be subject to review and approval by the Board of Directors or the Architectural Review Committee as provided in Article VII hereof.

Section 4. Garbage Disposal. Each Lot shall have receptacles for garbage, so as not to be generally visible from the road, or other garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 5. Trailers. No house or travel trailer, camper, boat trailer, tent, barn, or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently.

Section 6. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to temporary shelters used by the contractor during the construction or repair of the improvements upon the Properties. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 8. Games and Play Structures. No portable or fixed basketball backboards or any other fixed games or play structures shall be located on the Properties, other than in the areas designated for such uses by the Association. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot.

Section 9. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot.

Section 10. Clotheslines. No clotheslines shall be placed on the Properties at any time.

Section 11. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Properties.

Section 12. Mailboxes. No mailboxes or paper boxes or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on the Properties unless and until the size, location, design and type of



material for said boxes or receptacles shall have been approved by the Board of Directors or the ARC. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residences, each Owner, upon the request of the Board of Directors, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

Section 13. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Properties. All vehicles shall have current license plates.

Section 14. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Properties, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 15. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. Provided, all household pets shall be kept on a leash when not kept within an enclosed area.

## ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding arising because of an alleged failure of an Owner to comply with the terms of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations or Association Policies (the "Governing Documents"), all as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as awarded by the court, at arbitration or mediation, at any trial, and for any appeals, from the other party. In the event the Association incurs costs and/or attorney's fees in non-litigation or pre-litigation attempts reasonably necessary to correct the failure of an Owner to comply with the terms and conditions of the Governing Documents prior to or in lieu of the institution of formal legal proceedings or alternative dispute resolution, the Association shall be entitled to recover all such expenses, including the attorney's fees, from the Owner involved. These expenses and fees shall be considered to be an assessment against the Lot.

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

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an affirmative vote at a meeting of at least seventy-five (75%) percent of the voting members who participate in the meeting in person or by proxy, provided that at least a majority of the entire membership participates in the voting at a regular or special meeting of the Association. An amendment may be proposed by the Board of Directors, or by a petition signed by at least twenty-five (25%) percent of the membership, in which case the Board and legal counsel for the Association will have the right to review and modify the proposal as to form and legality. A copy of the proposed amendment and a notice of the meeting and proxy form shall be provided to the owners of all of the lots at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered. Any approved amendment shall be recorded in the Public Records of Hillsborough County, Florida.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot of the records of the Association at the time of such mailing.

Section 6. Subdivision of Lots. No lot shall be subdivided, or boundaries changed, except with the written consent of the Association. In the event that any such re-platting results in changing the boundaries of the Common Area, the Association shall deed such portion of the Common Area to the Declarant as is need to re-plat the Lots, in exchange for the Declarant deeding an equal amount of acreage to the Association to be held and used as Common Area.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) annexation of additional properties; and
  - (b) dedication of Common Area; and
  - (c) re-platting of any Lots or changing the boundaries of the Common Area;
- and
- (d) amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 21<sup>st</sup> day of July, 1984.

Witnesses:

Declarant

MOBLEY HOMES OF FLORIDA, INC.,  
a Florida corporation

\_\_\_\_\_/S/\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_/S/\_\_\_\_\_  
TIMOTHY F. MOBLEY, President

\_\_\_\_\_/S/\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_/S/\_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA                    )  
  )SS:  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 21st day of July, 1984, by TIMOTHY F. MOBLEY and THOMAS W. CAROTHERS, as President and Secretary/Treasurer, respectively, of MOBLEY HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_/S/\_\_\_\_\_  
Notary Public

My commission expires:



ARTICLES OF INCORPORATION  
OF  
CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.  
A NON-PROFIT CORPORATION

In compliance with the requirements of Florida Statutes, Chapter 617, (1983), the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify:

ARTICLE I  
NAME OF CORPORATION

The name of the Corporation is CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit hereafter called the "Association."

ARTICLE II  
REGISTERED OFFICE

The principal office of the Association is located at 202 West Bearss Avenue, Suite 210, Tampa, Florida 33612, which shall be the initial registered office of the Corporation.

ARTICLE III  
REGISTERED AGENT

Timothy F. Mobley, whose address is 202 West Bearss Avenue, Suite 210, Tampa, Florida 33612, is hereby appointed the initial registered agent of this Association.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Units and Common Area within those portions of that certain tract of property described as:

Plat of CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI according to the plat thereof recorded in Plat Book 56, Pages 25-1 to 25-3, Public Records of Hillsborough County, Florida.

which may be brought within the jurisdiction of the Association from time to time, as provided in the "Declaration" referred to herein below, and to promote the health, safety and welfare of the residents within the above-describe property and any additions thereto as may hereto be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in that certain CARROLLWOOD VILLAGE PHASE III, VILLAGE XVI Declaration of Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Hillsborough County, Florida, and as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

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

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 1, 1989.

ARTICLE VII  
BOARD OF DIRECTORS

7.1 The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) Directors, who shall be members the Association; provided, however, the Board shall consist of an odd number of Directors. The number of Directors shall be set forth in the Bylaws of the Association.

7.2 The names and residence addresses of the present Board of Directors, and subscribers to these Articles of Incorporation, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

DOUGLAS CLARK	202 W. Bearss Avenue, Suite 210 Tampa, Florida 33612
THOMAS CAROTHERS	16019 Dawnview Drive Tampa, Florida 33624
MICHAEL C. MOBLEY	202 W. Bearss Avenue, Suite 210 Tampa, Florida 33612

7.3 The terms of Directors' service shall be set forth in the Bylaws.



ARTICLE VIII  
OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers, who shall serve until their successors are elected by the Board of Directors, are as follows:

PRESIDENT	DOUGLAS CLARK 202 W. Bearss Avenue, Suite 210 Tampa, Florida 33612
VICE-PRESIDENT	THOMAS CAROTHERS 16019 Dawnview Drive Tampa, Florida 33624
SECRETARY/TREASURER	MICHAEL C. MOBLEY 202 W. Bearss Avenue, Suite 210 Tampa, Florida 33612

ARTICLE IX  
DISSOLUTION

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

ARTICLE X  
DURATION

The corporation shall exist perpetually.

ARTICLE XI  
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be by not less than 66 2/3% of the votes cast, in person or by proxy, at a meeting of the membership of the Association at which a quorum is present.

(c) Provided, however, that no amendment shall make any change in the qualifications for membership or the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgagees upon the Properties. No amendment shall be made that is in conflict with Florida Law or the Declaration of Covenants and Restrictions.

(d) A copy of each amendment adopted shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records at Hillsborough County, Florida.

## ARTICLE XII BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided in the Bylaws.

## ARTICLE XIII FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

- (a) annexation of additional properties;
- (b) mergers and consolidations;
- (c) mortgaging of Common Area;
- (d) dedication of Common Area;
- (e) replatting of any Lots or changing the boundaries of the Common Area;
- (f) dissolution; and
- (g) amendment of these Articles.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this

Association, have executed these Articles of Incorporation this 31st day of July, 1984.

Signed, sealed and delivered  
in the presence of:

_____	_____
_____	_____/S/_____ DOUGLAS CLARK
_____	_____
_____	_____/S/_____ THOMAS CAROTHERS
_____	_____
_____	_____/S/_____ MICHAEL C. MOBLEY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of July, 1984, by DOUGLAS CLARK, an individual.

GERALDINE WILLIAMS  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of July, 1984, by THOMAS CAROTHERS, an individual.

GERALDINE WILLIAMS  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of July, 1984, by MICHAEL C. MOBLEY, an individual.



GERALDINE WILLIAMS  
Notary Public  
My Commission Expires:

CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED AGENT  
CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

1. CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., desiring to organize under and in accordance with the Laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, at 202 West Bearss Avenue, Suite 210, Tampa, Florida 33612, has named TIMOTHY F. MOBLEY, whose business office is located at 202 West Bearss Avenue, Suite 210, Tampa, Florida 33612, County of Hillsborough, State of Florida, its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been designated as the Registered Agent for Chardonnay Homeowner's Association, Inc., I hereby accept the designation and agree to act as the Registered Agent of said corporation.

Date: July 31, 1984

/S/  
TIMOTHY F. MOBLEY

