

# THE TREE TOPS AT RANGER POINT Homeowners Association



Member Approved 02-21-2012

Recorded 04-24-2012

REC'D JUL 16 2013

**G T S**  
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Our File No: 10203.007

July 15, 2013

Patrick Fitzgerald, President  
Treetops at Ranger Point Homeowners' Association, Inc.  
c/o Star Hospitality Management, Inc.  
26530 Mallard Way  
Punta Gorda, Florida 33950

Re: Amendment to Declaration of Covenants, Conditions and Restrictions

Dear Mr. Fitzgerald:

Enclosed please find the **original** Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for the Treetops at Ranger Point which have been recorded in the Public Records for Charlotte County, Florida. Please keep this original document with the Association's corporate records.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Ernest W. Sturges, Jr., Esq.  
Of Goldman, Tiseo & Sturges, P.A.

EWS/kfg

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Enclosure

PERSONAL INJURY ♦ WRONGFUL DEATH ♦ CRIMINAL DEFENSE ♦ MEDIATION  
CIVIL LITIGATION ♦ REAL ESTATE LITIGATION ♦ COMMERCIAL LITIGATION  
CONDOMINIUM & COMMUNITY ASSOCIATION LAW ♦ REAL ESTATE LAW ♦ BUSINESS / CORPORATE LAW



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LOTRECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK 3783, PGS 327-329 3 pg(s)  
INSTR # 2194553  
Doc Type RES, Recorded 07/09/2013 at 08:41 AM  
Rec. Fee: \$27.00  
Cashiered By: DENISES Doc. #:2

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE TREETOPS AT RANGER POINT**

THIS CERTIFICATE is made to reflect and document an Amendment to the Declaration of Covenants, Conditions and Restrictions of The Treetops at Ranger Point. The Declaration of Covenants, Conditions and Restrictions of The Treetops at Ranger Point have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Covenants, and Restrictions for The Treetops at Ranger Point Recorded on January 10, 1989	1015/1186, <i>et seq.</i>
b. First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Treetops at Ranger Point Recorded on February 28, 1990	1088/418, <i>et seq.</i>
c. Certificate of Amendments to the Declaration of Covenants and Restrictions for The Treetops at Ranger Point Recorded on April 21, 2006	2951/591, <i>et seq.</i>
d. Certificate of Amendment to Declaration of Covenants and Restrictions for The Treetops at Ranger Point	3650/1779 <i>et seq.</i>

The undersigned officers of the Board of Directors of The Treetops at Ranger Point, a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Covenants, and Restrictions of The Treetops at Ranger Point is hereby amended in accordance with Exhibit "A" attached hereto and entitled First Amendment to the Amended and Restated Declaration of Covenants and Restrictions for The Treetops at Ranger Point.

2. This Amendment of the Declaration of Covenants and Restrictions of The Treetops at Ranger Point was proposed by duly adopted resolution, and approved by a vote of a majority of the voting interest in the Association.

Executed this 18 day of JUNE, 2013, at Port Charlotte, Florida.

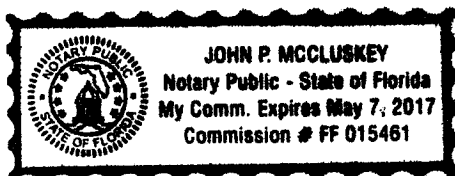
THE TREETOPS AT RANGER POINT

By: *Patrick Fitzgerald*  
Name: PATRICK FITZGERALD  
Its: President

STATE OF FLORIDA  
COUNTY OF charlotte

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JUNE, 2013, by PATRICK FITZGERALD, who is personally known to me or produced as identification.

SEAL



*John P. McCluskey*  
NOTARY PUBLIC  
JOHN P. MCCLUSKEY  
Printed name of notary

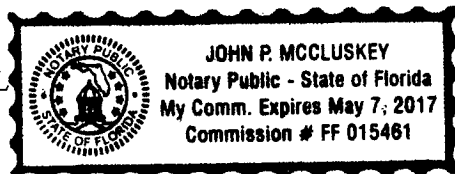
ATTEST:

By: *Alexander J. Barry*  
Name: Alexander J. Barry  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of JUNE, 2013, by ALEXANDER J. BARRY, who is personally known to me or produced as identification.

SEAL



*John P. McCluskey*  
NOTARY PUBLIC  
JOHN P. MCCLUSKEY  
Printed name of notary

FIRST AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE TREETOPS AT RANGER POINT

Article XII Section 10. is hereby added to read:

Section 10. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each lot while any other person occupies said lot. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside on a lot as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a lot on a permanent basis but may occupy a lot on a temporary basis, not to exceed sixty (60) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or old and less than fifty-five (55) years of age or older, provide that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) (or the minimum as may be established by law from time to time) of the lots in the Association having less than one resident fifty-five (55) years of age or older.

(a) It is the intent of this provision that the community comply with the Fair Housing Amendment Act of 1988 as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently requires that at least eighty (80%) percent of the lots shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws.

(b) The Board or its designee shall have the sole and absolute authority to deny occupancy of a property by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a property as of the date of adoption of this Amendment. Persons who are not seventeen years of age or older shall not be permitted to use the recreation facilities of this Association unless under the supervision of an adult, except to the extent and under such conditions as the Association may provide by regulation.

#1539  
PT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

REC'D MAY 08 2012

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK 3650, PGS 1779-1809 31 pg(s)  
INSTR # 2090373  
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**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
THE TREETOPS AT RANGER POINT**

THIS CERTIFICATE is made to reflect and document an Amendment and Restatement of the Declaration of Covenants and Restrictions for The Treetops at Ranger Point. The Declaration of Covenants and Restrictions of The Treetops at Ranger Point have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Covenants and Restrictions for The Treetops at Ranger Point January 10, 1989	1015/1186 et seq.
b. First Amendment to Declaration of Covenants and Restrictions fo The Treetops at Ranger Point February 28, 1990	1088/418 et seq.
c. Certificate of Amendments to the Declaration of Covenants and Restrictions for The Treetops at Ranger Point April 21, 2006	2951/591 et seq.

The undersigned officers of the Board of Directors of The Treetops at Ranger Point, a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Covenants and Restrictions of The Treetops at Ranger Point is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Declaration of Covenants and Restrictions for The Treetops at Ranger Point.

2. This Amendment of the Declaration of Covenants and Restrictions of The Treetops at Ranger Point was proposed by duly adopted resolution, and approved by a vote of a majority of the voting interest in the Membership.

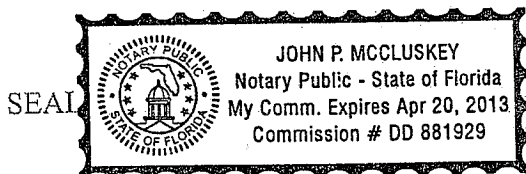
Executed this 11<sup>TH</sup> day of APRIL, 2012, at PORT CHARLOTTE, Florida.

THE TREETOPS AT RANGER POINT

By: Lisa Muller  
Name: Lisa Muller  
Its: President

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012, by Lisa Muller, who is personally known to me or produced \_\_\_\_\_ as identification.



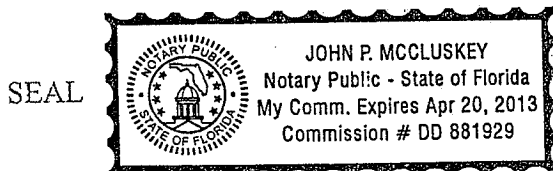
John P. McCluskey  
NOTARY PUBLIC

JOHN P. MCCLUSKEY  
Printed name of notary

By: Alexander Berry  
Name: Alexander Berry  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012, by Alexander Berry, who is personally known to me or produced \_\_\_\_\_ as identification.



John P. McCluskey  
NOTARY PUBLIC

JOHN P. MCCLUSKEY  
Printed name of notary

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**THE TREETOPS AT RANGER POINT**

**SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS AND  
RESTRICTIONS – SEE CURRENT DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR CURRENT TEXT**

**RECITALS**

In a Declaration of Covenants and Restrictions recorded at O.R. Book 1015, Pages 1186 et seq. of the Charlotte County Public Records on January 10, 1989, the Developer did subject to said Declaration pursuant to Chapter 720, Florida Statutes, Homeowners Act, that property situated in Charlotte County, Florida, more particularly described as follows:

SEE EXHIBITS "A" AND "B"

The Property is further described at Plat Book 16, Pages 50A through 50C, Charlotte County Public Records.

Said Declaration was subsequently amended as follows:

Amendment recorded at O.R. Book 1088, Page 418 et seq., Charlotte County Public Records.

Amendment recorded at O.R. Book 2951, Page 591 et seq., Charlotte County Public Records.

The subjection of the land to the certain restrictions by that document is and will remain effective. By adoption of this Amended and Restated Declaration of Covenants and Restrictions, the Association members hereby adopt certain amendments to the Declaration of Covenants and Restrictions and hereby restate the Declaration of Covenants and Restrictions and its Exhibits in its entirety. By adoption of this Amended and Restated Declaration of Covenants and Restrictions, the members of the Association ratify governance of the property described above and in Exhibit "A" hereto under the Homeowners Act.

**ARTICLE I**

**DEFINITIONS**

Section 1. The following words when used in this Amended and Restated Declaration of Covenants and Restrictions (hereinafter called "Declaration") shall have the following meanings:

- (a) "Articles" means the Articles of Incorporation of the Association.



(b) "Association" shall mean and refer to THE TREETOPS AT RANGER POINT HOMEOWNERS ASSOCIATION, INC., whose purpose is to administer The Development in accordance with the provisions of this Declaration and the governing documents of the Association.

(c) "Association Owned Property" shall mean that property to which the Association holds title but is not part of the common properties.

(d) "Board" means the Board of Directors of the Association.

(e) "Bylaws" means the Bylaws of the Association.

(f) "Common Properties" shall mean and refer to those areas of land shown on Exhibit "B", as well as any additional parcels of land the Association may from time to time designate as Common Properties. The "Common Properties" subject to this Declaration, are intended to be used and devoted to the common use and enjoyment of the owners of "The Properties" but shall not include Association owned property.

(g) "Development" shall mean and refer to all property legally described as set forth in Exhibit "A" attached to this Declaration, this term being sometimes used interchangeably with "The Properties".

(h) "First Mortgage" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

(i) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, holding companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities to include without limitation, an agency of the United States Government, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of the Veterans Administration or Federal Housing Administration, Federal or State agencies, and other similar insurers and guarantors of mortgages, or other lender generally recognized as an institutional type lender, or the Developer, holding a mortgage on any of the property or the lots, and insurers or guarantors of same. This will also include the successors and/or assigns of the above entities.

(j) "Governing Documents" shall mean this Declaration, the Articles, Bylaws and any Rules.

(k) "Lot" shall mean and refer to that portion of land shown upon any recorded subdivision of The Development.

(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(m) "Notice" shall mean and refer to:

(i) Written notice delivered personally or mailed to the last known address of the intended recipient in the manner set forth in the Bylaws of the Association; or

(ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Charlotte County; or

(iii) Notice given in any other manner provided in the Bylaws of the Association.

(n) "Open Space" shall mean and refer to those areas of The Development which constitute open area, clear from the ground upward, devoid of residential and commercial buildings, accessory structures and impervious areas (except, however, those buildings used exclusively for recreational purposes).

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Development but shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(p) "The Development" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration. Initially, that property described on Exhibit "A" shall constitute "The Development".

(q) "Roads" shall mean those private streets, roads, terraces, drives, cul-de-sacs, courts, and avenues including the entire rights-of-way described with the property described in Exhibit "B" and any extension thereof as designated by Developer pursuant to this Declaration.

(r) "Rules" means any and all rules and regulations of the Association promulgated by the Board pursuant to its powers under this Declaration or any other Land Use Document.

(s) "Single Family" shall mean and refer to either a single person occupying a single family residence and maintaining a household, including not more than one authorized tenant; or two or more persons related by blood, marriage, or adoption occupying a Lot and living together and maintaining a common household, including not more than one authorized tenant; or not more than four unrelated persons occupying a Lot as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(t) "Unimproved Lot" shall mean and refer to a Lot owned by an Owner for which a certificate of occupancy or completion for a single family residence has not been issued by the appropriate governmental authority.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Charlotte County, Florida, and is more particularly described as per Exhibit "A". All of the foregoing real property shall sometimes be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Approval of Members: Upon approval in writing of the Association pursuant to a vote of its Members as provided in Article IX, Section 4, the owner of any property who desires to add to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property, which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property.

(b) Additions by Mergers: Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Existing Property together with the Covenants and Restrictions established upon any other property as one scheme.

Section 3. Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION: TURNOVER

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

Section 2. Voting Rights. The voting rights of the Members shall be governed by Article 3 of the Amended and Restated Bylaws of the Association.

Section 3. Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached hereto as Exhibit "E".

Section 4. Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached hereto as Exhibit "F".

Section 5. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Development, the Association shall not be liable to lot owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

Section 6. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

Section 7. Approval or Disapproval of Matters. Whenever the decision of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association.

Section 8. Action Without A Meeting (Members). Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

Section 9. Availability. The Association shall be required to make available to Owners, lenders and the holders and insurers of the first mortgage on any Lot, current copies of the Declaration, Bylaws and other rules governing the Development, and other books, records and financial statements of the Association in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Development, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 4 and the additional provisions of this Declaration, every member, his agents, licensees and invitees, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and each easement shall be appurtenant to and shall pass with a title to every Lot. Such easements of enjoyment shall include but be limited to the Members' right of ingress and egress over the streets, roadways and walkways on the Common Properties for purposes of access to a Lot.

Section 2.     Title to Common Properties. Title to Common Properties is vested in the Association.

Section 3.     Limitation of Members' Easements. The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a)     The right of the Association to charge reasonable fees for the maintenance and use of the Common Properties; and

(b)     The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a special or regular meeting of Members called for such purpose, of which fifteen days' written notice was sent to each Member, that the vote of two-thirds of the voters present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; except notwithstanding the foregoing the Association Board may dedicate the sewer and utility lines to any such public agency if such agency will provide sewer and utility service to the Development; and

(c)     The right of the Association to grant exclusive easements and rights-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary; and

(d)     The right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration; however, the right to use Common Properties may be suspended in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time, if a Member becomes delinquent more than ninety (90) days in the payment of assessments.

(e)     Notwithstanding any provision herein to the contrary, access by a Member to a Lot shall never be prohibited by the Association.

Section 4.     Utility and Irrigation Easements. There is reserved unto the Association the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Properties and The Development in addition to those easements already reserved.

Section 5.     Easement for Governmental, Health, Sanitation and Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 6.     Easements for Right of Use. Each Lot shall be subject to an easement of either 3.5 or 7.5 feet in width running the length of one of the side Lot lines, which easement

shall be in favor of the adjoining property owner thereto for the use and benefit of the adjoining property owner. The exact location of these easements has been designated on the Plat of the development.

## ARTICLE V

### COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Association hereby covenants and each owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) periodic assessments or charges; (2) special assessments for capital improvements and other expenditures that the Association deems appropriate (including fire and casualty insurance for non-common portion of the Development), such assessments to be fixed, established, and collected from time to time as hereinafter provided. The periodic and special assessments, together with such interests thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Development and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Lots situated upon The Development, including but not limited to, the payment of taxes and insurance on the Common Properties, pedestrian/bicycle paths, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for security of the Development, and for operation, maintenance and costs associated with the recreational facilities.

Section 3. Basis and Amount of Periodic Assessments. The Board, in accordance with the requirements for a change of a Periodic Assessment as provided in this Article V, may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after the Turnover. For each twelve-month period thereafter commencing on the first day of January (hereinafter called the "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board as set forth in Section 6 of this Article.

Section 4. Special Assessments. Other than as provided in Section 9, in addition to the Periodic Assessments authorized by Section 3 hereof, the Board may levy in any Assessment Year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for other purposes deemed appropriate by the Association (including fire and casualty insurance on non-common portions of the Development). The due date of any Special Assessment under this Article shall be fixed in a resolution authorizing such assessment.

Section 5. Change in Basis and Amount of Periodic Assessment. Subject to the limitations of Sections 3 and 4 hereof, and for the periods therein specified, the Board may change the basis and amount of the assessments fixed by Section 4 hereof prospectively for any such period, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least fifteen (15) days in advance of the effective date of the adopted change.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall prepare a roster of The Development and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall thereupon be sent to every Owner subject thereto at least fifteen (15) days prior to the commencement of the Assessment Year.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation of the Member; the Lien; Remedies of Association; Late Fees; Resale Certificate. If the assessments are not paid on the date when due (being the date specified in Section 3 and Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest of the maximum rate permitted by law thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hand of the then Member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation for the statutory period, provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed unless and until the Seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the Seller has paid all assessments to date. If no such certificate is obtained and recorded, the Purchaser shall be conclusively presumed to have assumed such past-due assessments and shall become forthwith liable therefore. The Member requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate established by the Board of Directors not to exceed the maximum legal rate of interest, and the Association may bring an action at law against the Member personally obligated to pay the outstanding assessments and/or bring an action to foreclose the lien against the property; and there shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of preparing and filing the complaint in such action, the cost of any and all attorneys' fees incident to collection whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments as provided above and a reasonable attorneys' fee to be fixed by the Court, together with costs incident to the action.

In addition, the Association may suspend the voting rights and right to use the Common Properties in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon The Development subject to assessment; provided, however, that if a first mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such first mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall only be liable for the assessments by the Association chargeable to the former Member of such property which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of such mortgage. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment; provided, however, that any such assessment shall be subordinate to the lien of a first mortgage placed upon The Development prior to the time of the recording of such subsequent assessment lien.

Section 9. Special Assessment for Capital Improvements. Funds in excess of \$10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Properties under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as Special Assessments only upon approval of a majority of the Board of Directors of the Association or upon approval by two-thirds (2/3) favorable vote of the Association voting at a duly constituted meeting of the Association.

## ARTICLE VI

### INSURANCE

#### Section 1. General.

Property and casualty insurance on the Common Properties shall be maintained through the Association, in an amount equal to the maximum insurable value thereof.

The Association shall also purchase such other insurance as may be necessary on the Common Properties and for purposes of properly operating the Association. The Association may also purchase liability insurance cover the Association's directors and officers.

#### Section 2. Premiums.

The premiums for all such insurance policies for Common Properties purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members through the Periodic Assessments against each Lot, as provided in this Declaration.



The method of allocation of the insurance premiums among the Owner shall be determined by the Board of Directors of the Association.

Each Owner may obtain and shall be responsible for the payment for any additional insurance such Owner desires on his Lot or on any personal property contained on such Lot.

Additionally, the Association may elect to procure fire and casualty policies on such non-common portions of the Development as it deems appropriate but the cost of such shall be borne solely by the Owners located within such portions. Such share shall be deemed a Special Assessments and may be collected annually or monthly as the Association shall determine as set forth below. In the event of casualty all of the proceeds of such insurance shall be paid and utilized for the restoration of the improvements so destroyed within such portions of the Development.

Section 3. Assessment of Costs. Any cost incurred by the Association for non-common area fire and casualty insurance as provided above shall be assessed against the Lot upon which such insurance was obtained, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment or charge to which such Lot is subject under Article V hereof, or become a Special Assessment for such expense; and, as a part of such Periodic Assessment or charge or as a 'Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof. Unless the Board determines otherwise, all assessments for insurance shall be equally assessed to the insured lots.

#### Section 4. PROCEEDS AND INSURANCE.

A. INSURED. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interest may appear and all proceeds covering casualty losses shall be paid to the Association or to any national bank in Charlotte County with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee", as determined hereunder. All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Association Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Owners and their mortgagees.

(a) Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are Lots the shares of each Owner being the same as his share in the common elements, as same are hereinabove stated.

(b) Lots. Proceeds on account of Lots shall be held in the following undivided shares:

(1) Partial and Total Destruction. When the property is to be restored, for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner.

(2) Mortgagee. In the event a mortgagee endorsement has been issued as to a Lot, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against Lots, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

B. DISTRIBUTION OF PROCEEDS.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance Trustee shall be first paid for provisions made therefore.

(b) Certificate. In making distribution to Owner and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the Owners and their respective shares of the distribution.

(c) Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association.

C. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

(a) Determination to Reconstruct or Repair. If any part of the property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Areas. If the damaged improvement is in a common area, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that such shall not be accomplished.

(2) Other Improvements:

Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvement, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and also approval of fifty-one percent (51%) of the eligible holders of first mortgages on affected Lots is obtained.

D. ASSESSMENTS.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Owners who own the damaged Lots and against all Owners in the case of damage to common area, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the Owners for damage to Lots shall be in proportion to the cost of reconstruction and repair of their respective Lots. Such assessments on account of damage to common area shall be in proportion to the Owner's share in the common areas.

E. DEDUCTIBLE PROVISION.

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

F. CONSTRUCTION FUNDS.

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee or Association, and funds collected by the Association from assessments against an Owner shall be disbursed in payment of such costs in the following manner:

(a) Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than Ten Thousand Dollars (\$10,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association form the collections of assessments against the Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Owner shall be paid by the Insurance Trustee to the Owner, or if there is a mortgagee endorsement, then to the Owner and the mortgagee jointly.

(2) Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association – Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

G. SURPLUS.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction funds after payment of all costs of the reconstruction and repair for which the funds is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

H. CERTIFICATE.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to an Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so required, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

I. THE TREETOPS AT RANGER POINT.

The improvements constructed upon the Development may be insured by the Association pursuant to the terms of a Master Policy, which may be procured for fire and casualty, liability and any other policies for the benefit of the Members, such policies being in amounts that meet the minimum standards of such agencies. At a minimum the fire and casualty policies shall inure for one hundred percent (100%) of the replacement cost of the improvements (excluding land, foundations and other items not normally covered). The cost of any such policy shall be equally shared by the Members as a Periodic or Special Assessment.

## ARTICLE VII

### MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

Section 1. Preamble. The responsibility for the maintenance of The Development is divided between the Association and the Owners. Interior maintenance of Lots is the responsibility of the Owner. Maintenance of the exterior of Lots, unless otherwise provided in this Declaration or any subsequent Declaration of Covenants and Restrictions affecting The Development, is the responsibility of the Owners. Unless otherwise provided in any of the Declarations described in the foregoing sentence, the maintenance of the Common Properties is the responsibility of the Association in the manner provided in this Declaration. The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the safety and standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to have maintained the shrubbery in a neat and trimmed manner, and to remove all objectionable debris or material as may be located on the Lot. After notice by the Board of Directors shall have the right to hire maintenance people to perform maintenance work as shall be prescribed by the Board of Directors and for this purpose the Members grant unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the Lot of the Members for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. The cost of such work required by the Board of Directors to cure maintenance deficiencies shall be an assessment against the Lot of the deficient Member as provided in Section 3 hereof.

Section 2. Exterior Maintenance Responsibility of Owner. Except as otherwise provided in this Declaration, the Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Lots. In the event any Owner has failed to maintain the exterior of the improvements located upon his Lot in accordance with the safety and general standards of the community, then, after reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Lot it deems necessary in its sole discretion, including but not limited to the following: painting; repairs; replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks; and other exterior improvements. The cost thereof shall be assessed against the Lot and shall be charged to the Owner as more particularly described in Section 3 hereof.

The Association, however, shall maintain front yard lawn areas adjacent to the roadways as shown in "Exhibit A" of The Development. The cost of this maintenance shall be a common expense.

Section 3. Assessment of Costs. Any cost incurred by the Association for exterior maintenance as provided above, except the cost of front yard lawn maintenance, shall be assessed against the Lot upon which such maintenance is performed, and, at the option of the Board of Directors, either be added to and become part of the Periodic Assessment or charge to which such Lot is subject under Article V hereof, or become a Special Assessment or charge or as a Special Assessment, it shall be a lien against the Lot and obligation to the Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the exterior of any Lot at reasonable hours on any day except Sunday.

Section 5. Security. Association may provide security for the Development using guard houses, gates, fences and other methods to ensure the security and safety of the Members of the Association.

Section 6. Management Services. The Association may contract for the management of all or part of The Development for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

Section 7. Utility Services. The Association may contract with public or private utility companies for purposes of supplying utility services to The Development and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

Section 8. Maintenance of Masonry Walls. Any wood, masonry or other type of fencing or walls on the common properties shall be maintained by the Association and a perpetual easement of ingress and egress over the Lots abutting any walls or fencing on the Common Properties is hereby granted to the Association for purposes of construction and maintenance activities related to any such masonry walls.

Section 9. Services. The Association may contract for any or all services necessary in the Association's opinion, to preserve the value, beauty and the welfare of the Development.

Section 10. Pedestrian/Bicycle Trail. Notwithstanding any provision to the contrary, the Association shall have the right to establish walkways to bike paths throughout the entire Development for the benefit of all Members of the Association both on and off "Common Properties" provided that such trail shall not encroach upon a "Lot" as established by the Association. Such walkways/paths may be relocated from time to time and may be maintained by the Association and may require the Members to so maintain such walkways or bike paths.

Section 11. Recreational Facilities. The Association shall administer, regulate, and maintain the recreational facilities located upon the Common Properties, as described in Exhibit "C", for the benefit of the Members of the Association. The Board of the Association may establish rules and regulations governing the activity and use of such facilities including the clubhouse, lake, pool and tennis courts.

Section 12. Roads. The Association shall maintain the roadways located within The Development.

## ARTICLE VIII

### ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement – General. Failure of an Owner to comply with a provision in this Declaration or a provision in the Bylaws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.

## ARTICLE IX

### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such fifty (50) year period, or each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots agreeing to terminate the covenants and restrictions at the end of such fifty (50) years or ten (10) year period has been recorded in the Public Records of Charlotte County. (For purposes of meeting the two-thirds (2/3) requirement, when single family residences are counted, the Lot or Lots upon which such single family residences are situated shall not be counted.) However, no such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended, except upon consent of ninety percent (90%) of the Owner of record recorded in the manner set forth in the previous sentence above.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Charlotte County, Florida, an instrument executed by the President and attested to by the Secretary of the Association, indicating that a meeting called for purposes of amendment was held, and that a majority of the votes of all Members of the Association approved of such amendment; and provided that no such amendment shall affect or interfere with vested property rights previously acquired by an Owner or a first mortgagee. The complete termination of the covenants and restrictions of this Declaration is governed by Section 1 of this Article.

Section 5. Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Owners. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in the Declaration, or any exhibit attached hereto, or amendment hereto, as follows:

A. Not less than fifty-one percent (51%) of the votes of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association.

B. Any amendment adopted pursuant to the provisions of this Section 5 shall not materially adversely affect the property rights of Owners.

Section 6. First Lienholders' Rights.

A. Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the address), will be entitled to timely written notice of:

(1) Any proposed amendment of the Land Use Documents effecting a change in (i) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Properties appertaining to any Lot or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Lot or, (iv) the purposes to which any Lot or the Common Properties are restricted;

(2) Any proposed termination of the Declaration;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.



Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

## ARTICLE X

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "ACC", shall consist of a minimum of three (3) members. The Members of the ACC shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ACC may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ACC.

Section 2. Review of Proposed Construction. Subject to Section 9 below, no building, fence, wall or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained in the Development, nor shall any addition, change or alteration visible from the exterior be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ACC. The ACC shall advise the Board of Directors as to whether the Board of Directors approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the Development as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alterations or additions are to a portion of The Development which are also maintained or otherwise subject to assessment by a Neighborhood Association, said approval shall also be subject to the prior approval of the Neighborhood Association. The ACC may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ACC may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ACC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ACC of any required plans and specifications, the ACC may postpone review of any plans submitted for approval. The ACC shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such thirty (30) day period, said plans shall be deemed approved. The ACC herein shall be the ultimate deciding body and its decisions shall take precedence over all others. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, order and decrees. Any decision of the ACC may be appealed to the Board within

fifteen (15) days from the date of rendition of the decision of the ACC pursuant to procedures established by the Board.

Section 3. Meetings of the ACC. The ACC shall meet from time to time as necessary to perform its duties hereunder. The ACC may from time to time, by resolution unanimously adopted in writing, designate an ACC representative (who may, but need not, be one of its members) to take any action or perform any duties for an on behalf of the ACC, except the granting of variances pursuant to Section 8 hereof. In the absence of such designation, the vote of any two members of the AC shall constitute an act of the ACC.

Section 4. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ACC, however, shall have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

Section 6. Inspection of Work. Inspection of Work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article X, the applicant (the "Applicant") shall give written notice of completion to the ACC.

(b) Within sixty (60) days thereafter, the ACC or its duly authorized representative may inspect such improvement. If the ACC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) day period specifying the particulars of noncompliance and shall require the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option may either remove the noncomplying improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a Special Assessment against such Applicant for reimbursement.

(d) If for any reason the ACC fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

Section 7. Non-Liability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association or any additional association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or nonperformance of the ACC's duties hereunder, unless due to the willful misconduct or bade faith of a Member and only that Member shall have any liability. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Development. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 8. Variance. The ACC may advise the Board of Directors to authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance recommendation must be evidenced in writing which must be signed by at least two (2) members of the ACC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred within respect to the matters for which the variance were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, nor to obtain a similar variance from other architectural committees having jurisdiction.

Section 9. Attorneys' Fees. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Lot, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment.

## ARTICLE XI

### 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 Development 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 Owner 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 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 Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his 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 Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE XII

### USE RESTRICTIONS

The use of the Lots within The Development shall be in accordance with the following provisions:

Section 1. Occupancy.

A. Only one home shall be constructed upon a Lot and shall be occupied only by a resident, members of his family, his servants and guests, as a residence and for no other purpose. No Lot shall be permanently occupied by more than four (4) persons, and the maximum permanent occupants and overnight guests shall be no more than six (6) persons per single family residence. No commercial use shall be made of or upon a Lot.

B. Only one single family home may be located, placed, or constructed upon a Lot.

C. Nothing shall be hung, displayed or placed on the exterior of the walls, doors or windows of the home located on the Lot without the prior written consent of the Board of Directors of the Association.

D. No sign, notice, or advertisement shall be inscribed, displayed, or exposed on a Lot or on any improvement located upon a Lot including the window of a home; except an identification sign not exceeding 12" by 14" and showing only the name of the resident and the street number may be located upon a Lot after written approval of the Association. Association

may permit a sign measuring not more than 12" x 14" be displayed on a Lot with only the words "open house" during daylight hours while someone is in or on the Lot.

E. Exterior Appearance of Single Family Residence.

1. The Lot and exterior of the home located on such Lot and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the single family residence except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.

2. An owner is allowed and encouraged to beautify his Lot by planting shrubs and flowers but only upon the Association's written approval. However, all such plantings must be properly maintained by such owner.

3. Fences are not permitted on a lot except with Association approval.

4. No Owner shall place, install or plant any sheds, landscaping, or improvements outside of his home located upon a Lot without the approval of the Association.

5. The approval decisions of this subsection E may be delegated by the Board of the Association to the ARB.

Section 2. Pets. No pets are permitted in the Development or upon a Lot or in a home located upon a Lot except as provided in the Bylaws or in rules and regulations provided by the Board of Directors of the Association.

Section 3. Common Properties. The Common Properties shall be used only for the purpose for which they are intended.

Section 4. Antennas. No radio or television aerial or other antenna shall be attached to or hung from the exterior of a home located upon a Lot or the roof of a home located upon a Lot or upon the Lot itself outside of a home located upon a Lot.

Section 5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of The Development or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of portions of The Development shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 6. Signs. No signs, notice or advertisement shall be inscribed, displayed or exposed in or from any Common Properties of the condominium except upon the written approval of the Board of Directors of the Association. Notwithstanding the foregoing,

Developer reserves the right to place signs for informational regulatory purposes such as street signs and posting of rules and regulations, and lot locations and availability information.

Section 7. Rules and Regulations. Reasonable rules and regulations concerning the use of The Development may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all owners and residents of the Development upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit D.

Section 8. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the Lots of this Development, neither the Owners nor the Association nor the use of the Development shall interfere with the completion of all contemplated improvements and the sale of all Lots, and the Developer may make such use of the unsold Lots and Common Properties as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

Section 9. Leasing. All leases of single family residences must be in writing. An Owner may lease only his entire single family residence, and then only in accordance with the provisions of this Section, after receiving the approval of the Association. For purposes hereof, occupancy of a Lot by a person or persons in the absence of the Owner, except for the spouse or immediate family member of the Owner or spouse of the Owner, in excess of twenty-one (21) days, shall be treated as a lease. Only natural persons may lease single family residences for single family residential purposes, defined as follows: occupancy by a single housekeeping home composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the home, it being the intention of this provisions to prohibit occupancy of a single family residence by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. Procedures regarding leasing are as follows:

(a) Notice by the Owner. An Owner intending to lease their single family residence or renew or extend a lease shall give to the Board of Directors, or its designee, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, an executed copy of the proposed lease, and such other information as may reasonably be required.

(1) Tenant Applicants. Application for permission to lease shall be made on application forms available from the Association, to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association a transfer fee, up to the amount allowed by law, to cover the investigative checks. The fee is non-refundable.

(2) Approval. After the required notice, payment of application fee, and all investigation checks, information or appearances requested have been provided, the

Board shall approve or disapprove the proposed tenant within the thirty (30) day time period. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand from the tenant the Board shall issue a written letter of approval to the tenant.

(3) Disapproval. A proposed tenant may be disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors, or are otherwise unsatisfactory. The minimum criteria shall include the following:

(i) The Owner is delinquent in the payment of assessments at the time the application is considered;

(ii) The Owner has a history of leasing his home to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his home;

(iii) The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions;

(iv) The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

(v) The prospective tenant has a history of conduct which evidences disregard for the rights and property of others;

(vi) In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable covenants and restrictions; and

(vii) The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

(4) Assessments. The legal responsibility for paying Association assessments shall not be delegated to or become the responsibility of the tenant.

(5) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the tenant with 30 days notice, and without securing consent to such eviction from the owner or owners agent.

(6) Disapproval Notice. Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.

(7) Board Delegation. The Board may by resolution, delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members, two (2) association members, and the Manager.

(8) Regulation by Association. All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a single family residence as a tenant or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenant(s) in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board. The Owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the rules and regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct to the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorneys' fees, from the Owner which shall be secured by assessment and lien in the same manner as common expense charges.

No tenant shall be a Member or attend any Membership meeting of the Association.

The Tenant is not permitted to have more than two (2) pets occupying the single family residence. Pets are limited to no more than one (1) dog, cat, fish or bird.

Overnight visitors are permitted, provided no occupancy standards set forth in this Declaration are violated.

Written notice of any termination of a Lease must be provided to the Association by the Owner, or an agent thereof, no later than twenty-four (24) hours after termination of a Lease.

### ARTICLE XIII

#### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of Lots by any owner other than the Developer shall be subject to the following provisions so long as this Declaration remains effective:

Section 1. Governing Documents. No sale or transfer shall occur until the Buyer, lessee, or transferee shall acknowledge in writing to the Association that it has received a copy of the Governing Documents.

Section 2. Exceptions. The provisions of Section 1 shall not apply to a transfer to, or purchase by, an institutional mortgagee which acquires title as a result of owning a mortgage



upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

Section 3. Purchase of Lots by the Association. The Association shall have the power to purchase Lots subject to the following provisions:

A. Decision. The decision of the Association to purchase a home may be made by its Directors, without approval of its members, except as otherwise provided herein.

B. First Refusal. The right of a Owner to sell, transfer or convey his or her home shall not be subject to a right of first refusal or similar restriction.

## ARTICLE XIV

### EASEMENTS

Each of the following easements is a covenant running with The Development (including the Lots) and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of this Declaration and the exclusion of any lands of the Development from the Declaration.

Section 1. Utilities. As may be required for utility services in order to adequately serve the Development or adjoining property owned.

Section 2. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon The Development; and for the vehicular traffic over, through and across such portions as may be from time to time paved and intended for such purposes.

Section 3. Perpetual Non-Exclusive Easement in Common Properties. The Common Properties shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of Lots in the Development for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

Section 4. Right of Entry for Maintenance. Whenever it is necessary to enter upon any Lot for the purpose of performing any lawn work, maintenance, alteration or repair to any portion of the Development, the owner of each Lot shall permit other owners by their representatives, or the duly constituted an authorized agent of the Association, to enter upon such Lot for such purpose. Each Owner shall keep its home and structures maintained in good and presentable condition, and if a Owner fails to do so, the Association may do so and the cost will be charged to the Lot as a special assessment.

Section 5. Air Space. An exclusive easement for the use of the air space occupied by a single family residence as it exists at any particular time and as such Home may lawfully be altered.

Section 6. Encroachments. Each Owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of any buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

Section 7. Easement for Roof Overhangs. In connection with the construction of the residences upon the Lots, it is contemplated the roofs of certain residences may overhand partywalls and may thus encroach onto adjacent Lots. There is hereby created over any Lot upon which such encroachment occurs an easement for such encroachment.

Section 8. Additional Easements. The Association, on its behalf and on behalf of all Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose) shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Development, and to grant access easements or relocate any existing access easements in any portion of the Development, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for their intended purposes. The Association, on behalf of itself and all Owners (as such Owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

Section 9. Use Easements. Each Lot shall be subject to an easement for the use and benefit of the adjoining property owner as more particularly described in Article IV.

Section 10. Roadways and Utilities. Developer herewith ratifies, confirms and declares that those ingress and egress and utility easement areas and other easements set forth in the instruments referenced in this Declaration (including without limitation those roadways and easement areas shown on any attached exhibits or subdivision plats) are non-exclusive easements dedicated to and for the benefit of the Development, the Association, and the Owners.

EXHIBIT "A" TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
THE TREETOPS AT RANGER POINT

Lots 1-67, The Treetops at Ranger Point, Phase I, as per Plat  
thereof recorded in Plat Book 16, Pages 50A through 50C of the  
Public Records of Charlotte County, Florida

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001215  
PAGE

EXHIBIT "B" TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
THE TREETOPS AT RANGER POINT

Parcel A:-

COMMENCE AT THE SOUTHWEST CORNER OF LOT 352 ACCORDING TO THE PLAT OF PLAN NO. 1 OF A PART OF WARD 2, EL JOBE-AN, AS RECORDED IN PLAT BOOK 2, AT PAGE 39 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, SAID CORNER LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STURKIE AVENUE; THENCE N 12°-04'-06" E A DISTANCE OF 185.83 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 353.00 FEET; THENCE N 12°-04'-06" E A DISTANCE OF 50.00 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 81.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE N 12°-04'-06" E A DISTANCE OF 600.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 22.67 FEET; THENCE N 12°-04'-06" E A DISTANCE OF 50.00 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 32.67 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 117.81 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 600.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 162.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE N 12°-04'-06" E A DISTANCE OF 750.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 477.09 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 375.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°-00'-00", A DISTANCE OF 196.35 FEET; THENCE S 47°-55'-54" E A DISTANCE OF 599.17 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 76.98 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 332.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°-15'-15", A DISTANCE OF 42.03 FEET TO A POINT WHICH BEARS N 53°-06'-38" W OF, AND IS 332.00 FEET DISTANT FROM, THE RADIUS POINT; THENCE N 47°-55'-54" W A DISTANCE OF 821.32 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 694.74 FEET; THENCE S 72°-04'-06" W A DISTANCE OF 58.46 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 70.77 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 81.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 50.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 81.00 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 50.00 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 81.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 600.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE N 77°-55'-54" W A DISTANCE OF 81.00 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 50.00 FEET; THENCE S 77°-55'-54" E A DISTANCE OF 81.00 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°-00'-00", A DISTANCE OF 39.27 FEET; THENCE S 12°-04'-06" W A DISTANCE OF 156.97 FEET TO THE NLY RIGHT OF WAY OF STURKIE AVENUE; THENCE S 47°-55'-54" E, A DISTANCE OF 57.73 FEET ALONG SAID RIGHT OF WAY, TO THE POINT OF BEGINNING.

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★  
PR  
RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

REC'D MAY 08 2012

Ernest W. Sturges, Jr., Esq.  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO  
ARTICLES OF INCORPORATION OF THE TREETOPS AT RANGER POINT  
HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment and Restatement of the Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. The Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Covenants and Restrictions for The Treetops at Ranger Point January 10, 1989	1015/1186 et seq.
b. Certificate of Amendments to the Articles of Incorporation of The Treetops at Ranger Point Homeowners Association, Inc. May 10, 2005	2701/1523 et seq.

The undersigned officers of the Board of Directors of The Treetops at Ranger Point, a Florida not-for-profit corporation, hereby certify as follows:

1. The Articles of Incorporation of The Treetops at Ranger Point Homeowners Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Articles of Incorporation of the Treetops at Ranger Point Homeowners Association, Inc.
2. This Amendment of the Articles of Incorporation of The Treetops at Ranger Point Homeowners Association, Inc. was proposed by duly adopted resolution, and approved by a vote of a majority of the voting interest in the Membership.

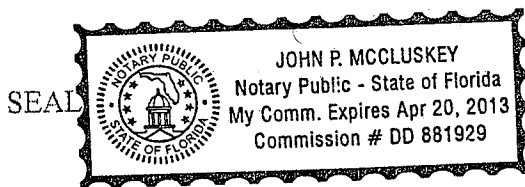
Executed this 11<sup>TH</sup> day of APRIL, 2012, at PORT CHARLOTTE, Florida.

THE TREETOPS AT RANGER POINT

By: Lisa Muller  
Name: Lisa Muller  
Its: President

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012, by Lisa Muller, who is personally known to me or produced \_\_\_\_\_ as identification.



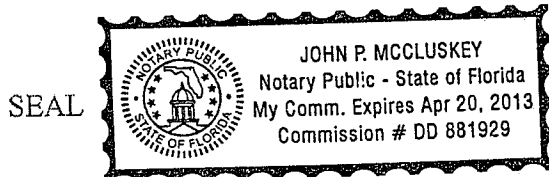
John P. McCluskey  
NOTARY PUBLIC

JOHN P. MCCLUSKEY  
Printed name of notary

By: Alexander J Berry  
Name: Alexander Berry  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012, by Alexander Berry, who is personally known to me or produced \_\_\_\_\_ as identification.



John P. McCluskey  
NOTARY PUBLIC

JOHN P. MCCLUSKEY  
Printed name of notary

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC.**

The undersigned officers upon approval of the Member of the Association, hereby amend and restate these Articles of Incorporation and adopts the following Articles of Incorporation:

**ARTICLE 1.  
Name**

1.1.) The name of this Corporation is THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC. (hereinafter "Association").

**ARTICLE 2.  
Purposes**

2.1.) The purposes of the Association shall be:

2.1.1.) To promote the health, safety and social welfare of the owners of property located within "The Treetops at Ranger Point", a residential subdivision in Charlotte County, Florida, and within such other property as may be later plotted and made subject to the Declaration identified subdivisions in Paragraph 2.1.2 hereof. The term 'lot' shall include lots shown on all subdivision plats now or later becoming subject to the said Declaration.

2.1.2.) To provide security and maintain and replace and operate roadways and any sanitary sewer system, and all services as delegated to the Association in the Declaration of Covenants and Restrictions of The Treetops at Ranger Point ("Declaration") recorded in the Public Records of Charlotte County, Florida.

2.1.3.) To enforce the said Declaration and to adopt reasonable and necessary rules and regulations necessary to promote the health, safety and well-being of the people and property in the subdivision.

2.1.4.) To levy maintenance assessments and to impose fines for violations of rules and regulations and to enforce the collection thereof as contemplated by the said Declaration.

2.1.5.) To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Corporation as the Board of Directors of the Corporation, in its discretion, determines to be necessary or advisable.

2.1.6.) To carry out all of the duties and obligations assigned to it as a neighborhood property owners' association under the terms of the Declaration.

2.1.7.) To operate without profit distributable to its members, directors, or officers.

2.1.8.) To operate for the sole and exclusive benefit of its members.

2.1.9.) To sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

### ARTICLE 3.

#### Qualification and Admission of Members

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds an interest merely as security for the performance of an obligation shall not be a member. The manner of admission and voting rights shall be more fully set forth and regulated by the Bylaws and the Declaration.

### ARTICLE 4.

#### The Term of Existence

4.1.) The Corporation is to exist perpetually.

### ARTICLE 5.

#### Board of Directors

No less than three (3) directors shall constitute the Board of Directors. The number of directors may be changed by amendment to the Bylaws, but shall never be less than three (3).

### ARTICLE 6.

#### Bylaws

The Board of Directors has adopted Bylaws consistent with these Articles. Thereafter the Bylaws may be altered, amended or rescinded by the Board of Directors in the manner provided by such Bylaws.

### ARTICLE 7.

#### AMENDMENT TO ARTICLES

These Articles may be amended by a resolution of the Board of Directors.

### ARTICLE 8.

#### Registered Office and Registered Agent

The street address of the initial registered office of this Corporation is 26530 Mallard Way, Punta Gorda, Florida 33950, and the name of the registered agent of the Corporation at that address is STAR HOSPITALITY MANAGEMENT, INC..



ARTICLE 9.  
Indemnity

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, and no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

#1339  
AT  
★

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK 3650, PGS 1815-1829 15 pg(s)  
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Doc Type RES, Recorded 04/24/2012 at 10:34 AM  
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REC'D MAY 08 2012

**CERTIFICATE OF AMENDMENT TO  
BYLAWS OF THE TREETOPS AT RANGER POINT  
HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document an Amendment and Restatement of the Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. The Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Covenants and Restrictions for The Treetops at Ranger Point January 10, 1989	1015/1186 et seq.
b. Amended and Restated Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. February 6, 2010	3456/1466 et seq.

The undersigned officers of the Board of Directors of The Treetops at Ranger Point, a Florida not-for-profit corporation, hereby certify as follows:

1. The Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled Amended and Restated Bylaws of the Treetops at Ranger Point Homeowners Association, Inc.
2. This Amendment of the Bylaws of The Treetops at Ranger Point Homeowners Association, Inc. was proposed by duly adopted resolution, and approved by a vote of a majority of the voting interest in the Membership.

Executed this 11<sup>TH</sup> day of APRIL, 2012, at PORT CHARLOTTE, Florida.

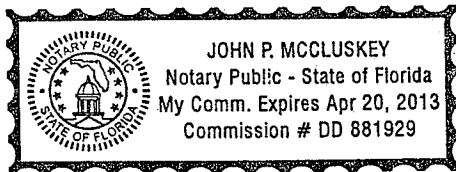
THE TREETOPS AT RANGER POINT

By: Lisa Muller  
Name: Lisa Muller  
Its: President

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012 by Lisa Muller, who is personally known to me or produced \_\_\_\_\_ as identification.

SEAL



John P. McCluskey  
NOTARY PUBLIC

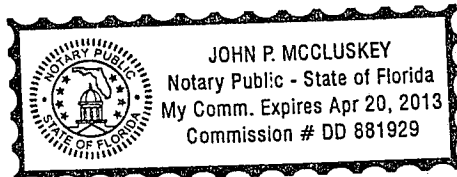
JOHN P. MCCLUSKEY  
Printed name of notary

By: Alexander Berry  
Name: Alexander Berry  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of APRIL, 2012 by Alexander Berry, who is personally known to me or produced \_\_\_\_\_ as identification.

SEAL



John P. McCluskey  
NOTARY PUBLIC

JOHN P. MCCLUSKEY  
Printed name of notary

AMENDED AND RESTATED  
BYLAWS OF THE TREETOPS AT RANGER POINT  
HOMEOWNERS ASSOCIATION, INC.

THE TREETOPS AT RANGER POINT HOMEOWNERS' ASSOCIATION, INC., a Corporation not for profit under the law of the State of Florida, hereinafter referred to as "Association" sets forth these Bylaws:

**Article 1. Identity and Definition**

Section 1.1 Association has been organized for the purpose of enforcing the Declaration of Covenants and Restrictions for THE TREETOPS AT RANGER POINT (hereinafter referred to as "Declaration"), preserving and enhancing the natural beauty of the properties in the Development, and promoting the health, safety and welfare of the owners of property located within the development of THE TREETOPS AT RANGER POINT. The terms and provisions of these Bylaws are expressly made subject to the terms, provisions, conditions and authorizations contained in the Declaration.

Section 1.2 All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in the Declaration.

**Article 2. Location of Principal Office**

The principal office of the Association shall be located at 4320 Treetops Drive, Port Charlotte, FL 33953, or at such other place as may be established by resolution of the Board of Directors of the Association.

**Article 3. Membership Voting, Quorum and Proxies**

Section 3.1 The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in the Declaration.

Section 3.2 A quorum at any meeting of the Association's members shall consist of persons entitle to cast votes representing more than twenty percent (20%) of the total votes of the Association as determined in the manner set forth in the Declaration.

Section 3.3 Where a Lot is owned by more than one person or by a corporation, partnership, or other entity, the vote of the owner or owners that are in good standing shall be cast by only one of the person named in a certificate that is signed by all of the individual owners of such lot or by appropriate officials of any other legal owner. Certificates may authorize any and all members, or their legally authorized representative, to be the voting member, but only one vote will be allowed per property. Certificates shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. The voting member must sign in as the voting member prior to casting the vote. In the case of conflict among the owners of the lot, the

vote of such Lot shall be counted as to the matter under consideration when the conflict arose whether the conflict appears by vote in person or by proxy.

Section 3.4 Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the time of the meeting. Proxies may be cast by any member of the Association, or their legally authorized representative, that is designated by the absent property owner.

Section 3.5 Parliamentary Authority: Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Association may adopt.

Section 3.6 The Association shall be entitled to give all required notices to the members of the Association by these Bylaws or the Articles of Incorporation or the aforesaid Declaration to the person or entity shown by the Association's records entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

Section 3.7 Pursuant to Florida Statutes Chapter 720, as same may be amended from time to time, the Board of Directors may suspend the voting rights of a member for their non-payment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The voting interests of the member which is suspended by the Association may not be counted toward the total number of voting interests for any purpose, including but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election or the number of voting interests to prove an action under pursuant to the governing documents. Suspension must be approved at a duly noticed Board meeting and upon approval the Association must notify the parcel owner by mail or hand delivery.

#### **Article 4. Annual and Special Meetings of Membership**

Section 4.1 The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, at 9:30 am on the third Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

Section 4.2 Special meeting of the members of the Association shall be held whenever called by the President or Vice President in the absence of the President, or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half of the total votes of the Association as determined in the manner set forth in the Articles of Incorporation.

Section 4.3 Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and the object for which the meeting is called. Such notice shall be given to each member not less than ten nor more than thirty days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and the notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

Section 4.4 If any member's meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or the aforesaid Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 4.5 In meetings of the membership, the President or, in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman from the members at said meeting.

Section 4.6 The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- a. Calling of the roll and certifying of proxies
- b. Proof of notice of the meeting or waiver of notice
- c. Reading of minutes
- d. Report of officers
- e. Reports of committees
- f. Appointment by the President of inspectors of elections
- g. Election of directors
- h. Unfinished business
- i. Introduction of New business

j. Adjournment

**Article 5. Board of Directors**

Section 5.1 The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) or more than five (5) directors. The number of directors may be modified by the Board of Directors at a duly noticed meeting no less than thirty (30) days before the date of the annual meeting. Any change to the number of directors must be consistent with Article 5 of the Articles of Incorporation and would be effective as of the date of the upcoming annual meeting. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

Section 5.2 Any vacancy occurring on the Board of Directors because of death, resignation, or other termination of services of any director, other than by recall as defined in Section 5.4 below, shall be filled by the Board of Directors. The director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected.

Section 5.3 Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests.

Section 5.4 A special meeting of the members to recall a member or members of the Board of Directors may be called by a majority of the voting interests, giving notice of such meeting as required by these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors this created shall be filled by the member of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

(a) If the recall is approved by a majority of all voting interests by a vote at the meeting, the recall shall be effective immediately, and the recalled member or members of the board of directors shall turn over to the Board any and all records of the Association in their possession, within 72 hours after the meeting.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writings shall be served on the Association by certified mail. The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within 72 hours, any and all records of the Association in their possession, or in writing challenge such recall setting forth the facts and legal basis for not certifying such recall.

(c) During a meeting of members to recall one or more members of the Board of Directors, the owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning unit owners in the event that the vote at the meeting is disputed and a petition for

arbitration is filed. If a proposed recall is sought by written agreement, the agreement shall also designate a representative to receive pleadings, notices, or other appears on behalf of the unit owners executing the agreement in the event the Board of Directors determines not to certify the written agreement to recall and files a petition for binding arbitration.

(d) Unless otherwise provided in the Declaration or Bylaws, the proposed recall of more than one member of the Board of Directors shall require a separate vote for each member sought to be recalled or, where recall is attempted by written agreement, a separate agreement is required for each member of the Board being recalled.

Section 5.5 Resignation. Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, address to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently.

## **Article 6. Election of Directors**

Section 6.1 Number and Qualifications. The number of directors shall never be less than three (3). Directors must be unit or lot owners; officers of a corporate unit owner; or partners of a partnership unit owner. No director shall continue to serve on the Board after he or she ceases to be a Lot Owner.

Section 6.2 Term of Office. To ensure continuity on the Board of Directors, Directors shall be elected to staggered terms as established by Association Resolution date April 13, 1998. At any given time, two Directors shall be serving a one year term with three Directors serving a two year term.

Section 6.3 Election of Directors. Directors shall be elected at the Annual Meeting of Members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Directors may serve not more than three (3) consecutive terms, then are not eligible for the election again for two (2) years.

Section 6.4 Nominating Committee. Not less then 60 days before the Annual Meeting of the Members, a Nominating Committee of three (3) members shall be appointed, consisting of a Chairman, appointed by the Board of Directors and two (2) persons appointed by the Chairman, who are member of the Association. The Nominating Committee shall nominate at least the number of persons required to fill each Directorship. Other nominations also may be made from the floor.

Section 6.5 Effective Date of Election. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article, shall take offices as of the date of the first meeting of the Board of Directors immediately following the adjournment of the meeting of Association members at which they were elected.



## **Article 7. Powers and Duties of the Board of Directors**

Section 7.1 The Board of Directors shall have power:

- (a) To call meetings of the members.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenses as may be deemed appropriate by the Board of Directors.
- (d) To adopt, promulgate and enforce rules and regulations governing the use of property in the subdivision and governing the person conduct of the members and their guests thereon, including levying fines for failure to abide by the rules and regulations. The fines shall constitute liens against the violator's property and shall be collectible as for assessments generally.
- (e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- (f) To exercise for the Association all powers, duties or authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.
- (g) To exercise all of those powers as provided in Chapter 617 and 720, Florida Statutes, as same may be amended from time to time.

Section 7.2 It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs.
- (b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (c) With reference to assessments of the Association:
  - (i) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration, Articles of Incorporation and these Bylaws at least thirty days in advance of such date or period;

(ii) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association which shall be open to inspection by any members; and;

(iii) To send written notice of each assessment of every member subject thereto.

(d) To issue, or cause an appropriate officer to issue, upon demand by any authorized person, the certificate in recordable form setting forth whether any assessment has been paid; and if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against Association property, if any, real or personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

(g) To enforce by appropriate legal means the provision of the Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Restrictions, and any and all applicable laws and regulations.

(h) To carry out those duties as provided in Chapter 617 and 720, Florida Statutes, as same may be amended from time to time.

## **Article 8. Meetings of Directors**

Section 8.1 The organizational meeting of the newly elected Board of Directors, shall be held, at the same location, as the Annual Business Meeting of the Association members, immediately following the adjournment of the meeting at which they were elected.

Section 8.2 Regular meetings of the Board of Directors shall be held at each time and place as may be determined by the Board of Directors.

Section 8.3 Special meeting of the Board of Directors shall be held when called by an officer of the Association or by any two directors.

Section 8.4 Notice of regular or special meetings of the Board shall be given to each director, personally or by mail, telephone, telegram, fax or email, at least two days prior to the day named for such meeting. Each notice shall state the time, place and purpose of the meeting, unless such notice is waived.

Section 8.5 The transaction of any business at a any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held at the regular call and notice provide that a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver

of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

## **Article 9. Officers**

Section 9.1 The officers shall be a President and Vice President, Secretary and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors. An individual may simultaneously hold more than one office so long as the President is not also the Secretary.

Section 9.2 All of the officers of the Association shall be elected by the board of Directors at the organizational meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until his or her earlier resignation or removal.

Section 9.3 A vacancy of any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

Section 9.4 All officers shall hold office at the pleasure of the Board of Directors and may be removed from office by the Board of Directors, with or without cause.

Section 9.5 The President shall preside at all meeting of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign notes, leases, mortgages, deeds and other written instruments. The President, may, but need not, be a required signatory on checks of the Association.

Section 9.6 The Vice President shall perform all the duties of the President in his or her absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

Section 9.7 The Secretary is not required to be a Board member. If the Secretary is appointed from the ranks of Board members, then that person shall have full Board member authority, power and rights. If the Secretary is recruited from outside the Board members, that person shall be an ex officio member of the Board, without voting rights. The Secretary of the Board of Directors shall keep a record of all votes, the minutes of all proceedings in a book to be kept for that purpose, the records of the Association and the names of all of the members of the Association together with each member's current address, as registered by such member.

Section 9.8 The Treasurer shall receive and deposit in appropriate bank accounts all monies for the Association and shall disburse such funds as directed by resolution by the Board of Directors, provided, however, that a resolution by the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits and the budget adopted by the Board. The Treasurer shall be a required

signatory on checks and notes of the Association. The Treasurer, of his or her appointed agent, shall keep proper books of account. The Treasurer or appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

## **Article 10. Committees**

Section 10.1 The standing committees of the Association shall be:

(a) The Nominating Committee. The Nominating Committee shall have the duties and function pertaining to the nomination of members to the Board of Directors as prescribed in Section 6.4 of the Bylaws.

(b) The Maintenance Committee. The Maintenance Committee shall advise the Board of Directors of all matters pertaining to the maintenance, repair or improvement of properties in the subdivision as contemplated by the Declaration and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

(c) Architectural Control Committee. The Architectural Control Committee shall have the duties and functions prescribed for the approval of improvements by the Association in the Declaration. A party aggrieved by the decision of the Architectural Control Committee shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing the decision of such committee shall in all events be final.

(d) Audit Committee. The Audit Committee is empowered to certify the accuracy of all aspects of the financial performance of the Association. It shall include, but not necessarily be limited to verifying the following:

- (i) Income from all sources
- (ii) Accounts Receivables
- (iii) Expenses and bills paid
- (iv) Accounts Payable

The Audit Committee shall ensure that the financial information is kept according to generally accepted accounting principles and all verification shall be supported by appropriate documents.

(e) Appeals Committee. The Appeals Committee is to arbitrate and resolve issues that may arise between the Board of Directors and the Membership. No member of the Board of Directors shall serve on this Committee.

Section 10.2 Unless otherwise provided herein, each Committee shall consist of a Chairman, appointed by the Board of Directors, and two or more members appointed by the Chairman of that Committee. The Architectural (ACC) Committee shall include a member of the Board of Directors. At the discretion of the Board of Directors, Directors may serve on other committees, except that no Director shall serve on either the Audit Committee or Appeals Committee. The committees shall be appointed, by the Board of Directors, within thirty (30) days after each Annual Meeting of the Board of Directors, and the members of each Committee shall serve until the succeeding Committee members have been appointed.

Section 10.3 The Board of Directors may appoint such other committees from time to time as it deems desirable.

Section 10.4 It shall be the duty of each committee to receive complaints from members on any matter within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented. Committees are not empowered to assume the authorities of the Board of Directors in disposing of complaints.

#### **Article 11. Assessments**

The Association shall have the right to obtain funds within which to operate by assessment of its members in accordance with the provision of the Declaration, the Articles of Incorporation and these Bylaws. Assessments not paid when due shall bear interest at the highest rate permitted by law from date when due until paid at the rate set forth in the Declaration and shall also result in the suspension of voting privileges during any period of such nonpayment. The "Assessment Period" as used in the Declaration shall be monthly commencing on the date defined in Section 3 of Article V of the Declaration. The method of assessment and the manner of enforcing collection thereof shall be as set forth in the Declaration.

#### **Article 12. Fiscal Management**

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

Section 12.1 The annual maintenance assessment roll, hereinafter called "Assessment Roll" shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot or portion of a lot subject to the annual maintenance assessment set forth in the Declaration. The account shall designate the name and address of the owner or owners of each lot, and the amount of the annual maintenance assessment against each lot, the dates and amount in which such assessments become due, and the amounts paid on the account and the balance due or prior assessments.

Section 12.2 The fiscal year of the association shall begin on January 1. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the costs of performing the functions of the Association, and which shall include, but not be limited to, the following items:

(a) Common Expense budget, which shall include provision for the accomplishment of those duties and objective contemplated by the Declaration, Articles of Incorporation and these Bylaws.

(b) Proposed annual maintenance assessment against each individual lot subject to the periodic maintenance assessments as set forth in the Declaration.

(c) Copies of the proposed budget, reserves and proposed maintenance assessments shall be transmitted to each member at least two (2) weeks prior to the beginning of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the rights of the Board of Directors, at any time in their sole discretion, to levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

Section 12.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of money from such accounts shall be only by check signed by such persons as are authorized by the Board of Directors.

Section 12.4 Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bond shall be determined by the directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

### **Article 13. Official Seal**

The Association shall have an official seal which shall be circular in form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of Incorporation.

### **Article 14. Books and Records**

The books, records and other papers of the Association shall be available at the Association's office or at such other places as the Association may designate and subject to the inspection for any of the Association members during regular business hours subject to the provisions of Florida Statute 720.303. The records held by the Secretary shall be available on request, to any member of the HOA but shall not be removed.

### **Article 15. Amendments**

Except where otherwise required under the provisions of the Articles of Incorporation, these Bylaws, or where the same may otherwise be required by law, the affirmative vote of the holders

of more than one-half of the total votes of the Association represented at any duly called member's meeting at which a quorum is present shall be necessary for approval of any matter that shall be binding upon all members.

#### **Article 16. Indemnification of Officers and Directors**

Section 16.1 The Association shall indemnify *any* director or officer if made a party or threatened to be made a party to *any* threatened, pending or completed claim, action, suit or proceeding:

(a) Whether civil, criminal, administrative, or investigative, other than one by or in the right of Association to procure a judgment in its favor, or to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director officer of the Association, against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or *any* appeal therein, if such person acted in good faith in the reasonable belief that such actions was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such actions was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction of upon the plea of nolo contendere or its equivalent shall not in itself create a presumption that such director or officer did not have good faith in the reasonable belief that such actions was *in* the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a director or officer of the Association, including the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was *in* the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duties to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification or to such expenses which such tribunal shall deem proper.

(c) The Board of Directors shall determine whether amounts for which a director or officer seeks indemnification were properly incurred and whether such director or officer acted in good faith and in a manner that is reasonably believed to be in the best interests of the Association, and whether, with respect to *any* criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding.

Section 16.2 The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **Article 17. Official Records**

Section 17.1 Records Requests. The records of the Association shall be kept in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time. Members of the Association shall be entitled to view and copy those official records as provided in Chapter 720.303, Florida Statutes, as same may be amended from time to time. Official records requests of a member are limited to one (1) request per month. Any request to review the records of the Association must be made in writing and delivered by certified mail or hand delivery to the President of the Association or his or her designee. The Association may impose fees to cover the cost of providing copies of the official records, including without limitation, the cost of copying. The Association may charge 50¢ per page for copies made on the Association's photocopier, or if the Association does not have a photocopy machine available where the records are kept or if the records request to be copied exceeds twenty-five (25) pages in length, the Association may have copies made by a outside vendor or association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges of an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association.

Section 17.2 Written Inquiry to the Association. Each owner or owners, collectively, of a Lot are entitled to make one (1) certified written inquiry to the Association of not more than twenty (20) questions, including subparts, per month. Said inquiry must be sent to the Association at its address by certified mail, return receipt requested. The written inquiry will be responded to in accordance with Chapter 720, Florida Statutes, as same may be amended from time to time.

#### **Article 18. Conflict in Governing Documents**

Any conflict between these Amended and Restated Bylaws and the Amended and Restated Declaration of Covenants and Restrictions of THE TREETOPS AT RANGER POINT shall be governed by such Declaration.

#### **Article 19. Enforcement**

Enforcement of the covenants and restrictions contained herein shall be permissible by any proceeding at law against any person or persons violating any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or 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.



## RULES AND REGULATIONS

### THE TREETOPS AT RANGER POINT

Adopted February 21, 2012

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The Rules and Regulations hereinafter enumerated by the Association are designed to promote the health, safety, and social welfare of the property owners, their guests and lessees. All rules and regulations shall be deemed to be in effect until amended by the Board of Directors of the Association and such amendments agreed to by the members as outlined in Article 3 of the Bylaws of the Association and shall apply to and are binding upon all members. The members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, lessees, or any personnel for whom they are responsible and person over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association pursuant to the terms of the Declaration of Covenants and Restrictions ("Declaration"), the Article of Incorporation of the Association, the Bylaws of the Homeowners Association and Florida law. Violations shall be addressed by the Association by means of injunction or other legal means, and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration and any of the Exhibits attached thereto.

The Board of Directors may, from time to time, adopt, repeal, or amend previously adopted, rules and Regulations governing the details of the operation, use, maintenance, management and control of the Development and any facilities or services made available to the members provided that such changes be adopted by the membership as outlined in Article 3.5 of the Bylaws of the Association.

Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors to any member and dealing with a specific issue shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

**Section 1. Violations of Rules and Regulations**

- 1.1 Violations shall be reported to the Property Management Company in writing, not to the Board of Directors or to the Officers of the Association.
- 1.2 Violations will be called to the attention of the violating owner by the Property Management Company who will also notify the appropriate committee of the Board of Directors if required.
- 1.3 Disagreements concerning violations will be presented to and adjudicated by the Board of Directors who shall take appropriate action.
- 1.4 If a member, in good standing, is aggrieved by a Board ruling, resulting from a dispute, the member can present their case to the Appeals committee for adjudication. Ref. Article 10, Section 1 (e)

**Section 2. Facilities**

- 2.1 The common facilities of the Development (the "Common Properties" referred to in the Declaration) are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the Common Properties or equipment caused by any resident or his guests or lessees shall be repaired at the expense of the member involved.

**Section 3. Signs**

- 3.1 No sign of any kind shall be displayed to the public view on the properties at any time with the following exceptions:
  - 3.1.1 A "For Sale" sign, owner or agent generated, with appropriate information and of size normally associated with Real Estate signs. Such sign shall be located no more than six feet from the front of the dwelling.
  - 3.1.2 An "Open House" sign, owner or agent generated, with appropriate information and of size normally associated with Real Estate signs.

- 3.2 When Association "garage sales" are conducted from time to time, appropriate signs may be displayed at strategic entry points. Such signs shall be removed upon completion of the garage sale.
- 3.3 No sign of any kind shall be permitted on the outside walls of any building or on any fences on the properties, nor on the Common Properties, nor on entryways or any vehicle within the properties.

#### **Section 4. Insurance**

- 4.1 The Association shall purchase insurance as may be necessary on the Common Properties and for purposed of properly operating the Association. The Association may also purchase liability insurance covering the Association's directors and officers. All damaged common property shall be repaired and restored to the original condition using the proceeds of the insurance. In the event that the insurance proceeds are inadequate to cover the costs of such repair and restoration, a Special Assessment shall be assessed against each Owner as provided for in the Declaration. In the event that the insurance proceeds shall be greater than the amount required repairing and restoring the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Properties. The premiums for all such insurance policies for Common Properties purchased by the Association shall be deemed to be general expenses for the Association and shall be paid by the Members.

#### **Section 5. Home Set Up Requirements**

- 5.1 All homes constructed upon a Lot shall conform to all state and local codes and the Declaration of Covenants and Restrictions.
- 5.2 Additions to the constructed home are only permitted upon prior written approval by the Architectural Control Committee and shall meet all state and local codes.

#### **Section 6. Exterior Appearance and Maintenance**

- 6.1 The Lot and exterior of the home located on such Lot and all other areas appurtenant to the Lot shall not be painted (including driveways), decorated or modified by any owner in any manner without prior consent of the ACC, which consents may be withheld on purely aesthetic grounds within the sole discretion of the ACC. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Development except as shall have been approved by the ACC, which

Approval may be withheld on purely aesthetic grounds within the sole discretion of the ACC. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.

- 6.2 The Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Lots or Living Units. In the event any Owner has failed to maintain the exterior of the improvements location upon his Lot or Living Unit in accordance with general standards of the community, then, after reasonable notice to the Owner specifying such failure and upon the Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Living Unit it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The cost thereof shall be assessed against the Lot or Living Unit and shall be charged to the Owner.

#### **Section 7. Temporary Structures**

- 7.1 No tents, trailers, vans, shacks, tanks, or temporary or accessory structures shall be permitted in the Development at any time or used at any time at a residence.
- 7.2 A small storage shed, located at the rear of a home and not visible from the roadways may be permitted at the sole discretion of the ACC.
- 7.3 Disposal bins in the construction phase of a home shall be permitted.

#### **Section 8. Solicitation - Commercial Enterprise**

- 8.1 There shall be no solicitation by any person anywhere in the Development for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors in writing. No commercial enterprise shall be conducted in the Development.

## **Section 9. Fences**

- 9.1 Fences are not permitted except with ACC approval.

## **Section 10. Lot Maintenance**

- 10.1 All Lots must be kept clean and free from equipment, debris and unsightly structures. In case of failure of the owners to do so, the Association reserves the right to enter upon such Lots, mow the grass, clean up debris and charge the owners, for expenses incurred.

## **Section 11. Single Family**

- 11.1 All dwelling units (as defined in the Declaration) shall be used for single-family residential purposes only.

## **Section 12. Clothesline**

- 12.1 No clotheslines are permitted on a Lot. However, portable umbrella clothes poles will be allowed between the hours of 7:00am and 6:00pm in backyards only for the purpose of drying clothes. Such poles shall be set up in the rear of the home out of sight from the street. Such pole is to be stored in the Lot owner's utility shed or garage when not in use and taken down not later than 6:00 pm daily.

## **Section 13. Exterior Antennas**

- 13.1 Exterior antennas and dishes shall be permitted in accordance with FCC regulations and applicable Florida Statutes. Such antennas and dishes shall be so located as to be aesthetically pleasing and not interfere with neighbors view or enjoyment of their courtyards.

## **Section 14. Trash and Garbage**

- 14.1 No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any lot, except building materials during the course of construction of any structure approved in accordance with the provisions of Paragraph 6.

- 14.2 Trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick up is to be made at such place on the Lot as will be accessible to persons making such pick up. At all other times such containers shall be stored so that they cannot be seen from surrounding property.
- 14.3 The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

#### **Section 15. Pets**

- 15.1 A maximum of two household pets (excluding fish and birds) may be kept at the discretion of the Association provided they do not become a nuisance or annoyance to any neighbor. Cats, dogs, fish and birds are the only pets permitted. All pets must be restrained and kept on a leash when outside of owner's home. All pets must be cleaned up after and no pets shall despoil the Common Properties or any neighbor's lot.

#### **Section 16. Landscaping**

- 16.1 Each Lot shall be landscaped and sod to the edge of the street. Any additional landscaping other than that initially provided must be approved by the ACC.

#### **Section 17. Nuisances**

- 17.1 No noxious, offensive or unlawful activity shall be carried on with the Development, nor shall anything be done therein which may become an annoyance or nuisance or interfere with the rights, comforts and convenience of other owners.

#### **Section 18. Parking and Vehicle Restrictions**

- 18.1 Except in the case of special occasions of entertainment, automobiles and vans of residents or guests are not to be parked in the streets. They are to be parked in a homeowner's garage, or on the driveway. Only vans, automobiles and trucks of  $\frac{3}{4}$  ton or less shall be allowed to park for more than 24 hours at a Lot.

- 18.2 No commercial vehicles shall be allowed in the Development except for such time as is necessary for performing repairs, delivery, etc. No more than two vehicles are permitted on the premises to residents of a Lot. In no case shall these vehicles violate the vehicle type restrictions for the Development in general.
- 18.3 No boats, boat trailers or utility trailers are to be kept on a lot unless within an enclosed garage.
- 18.4 No part of any vehicle parked on a driveway or on a lot shall protrude into the paved roadway.
- 18.5 Only vehicles which meet criteria may be parked at a resident for more than 24 hours. No more than two vehicles as defined in 18.7 are permitted on the premises to resident of a lot.
- 18.6 Vehicle carrying capacity (as defined in the vehicle registration and/or on the vehicle capacity plate) shall not exceed 1,500 lbs (3/4 ton). Vehicle overall length, including towing or other attachments, shall not exceed 22 feet.
- 18.7 SUVs, mini passenger vans, automobiles, professional van conversions and trucks meeting the requirements of the above are permitted. Other permitted vehicle: motorcycles, mopeds, powered scooter, and golf carts are permitted but when not in use must be parked in the garage. All permitted vehicles must meet applicable Federal and State Safety, Emissions and noise abatement standards.
- 18.8 Motor homes and RVs are not permitted except on special occasions with permission of the Board of the HOA and are only to be parked in the designated overflow parking areas for the periods not to exceed 7 days. During such times these vehicles may not be used as live in accommodation.
- 18.9 Vehicles of residents or guests are not to be parked on vacant lots or on the streets or on common property other than that which is designated as overflow parking. Even on such special occasions there shall be no parking on vacant lots, even with the permission of the vacant lot owner.
- 18.10 No vehicle, which cannot operate under its own power, shall remain within the Development for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Development. Owners are permitted to work on their vehicles within the confines of their garage.

- 18.11 All parking and traffic regulations posted for the safety, comfort and convenience of the owners must be obeyed.

## **Section 19. Temporary Parking**

- 19.1 Spaces for temporary parking are provided for short term parking for members and their guests.
- 19.2 The three parking spaces nearest the storage shed in the pool area parking lot have been designated and reserved as "Visitor Parking Only."
- 19.3 No member or guest shall use more than one such space at any time.
- 19.4 These parking areas shall be used for parking cars, pickup trucks, or minivans. No trailers, boats, or motor homes are permitted at any time.
- 19.5 No vehicle shall use any of the designated parking spaces for more than seven consecutive days in any one month period without prior written permission from the Board of Directors.
- 19.6 There shall be no sleeping or living in any vehicle parked in this area.
- 19.7 There shall be no parking on vacant lots or on common areas at any time including right of ways.

## **Section 20. Rules and Regulations Governing Use of Recreational Facilities**

- 20.1 Rules and Regulations dealing with the use and enjoyment of all recreation facilities shall be in the form of a codicil with such codicil forming an integral part of these Rules and Regulations and subject to all remedies imposed on the abuse and misuse of the Common Properties as outlined in these Rules and Regulations, Bylaws, Article of Incorporation, and Declaration. The codicil shall include but not be limited to the following facilities:
- Swimming Pool and Surrounding Deck
  - Cabana
  - Tennis Court
  - Shuffle Board Court
  - Horse Shoe Pitch



20.2 Any rules and regulations contained in the codicil may be amended, repealed, or added to at anytime at the sole discretion of the Board of Directors provided that such additions, amendments, or repeals are approved by the members as outlined in Article 3 of the Bylaws. Such changes in the codicil shall have the effect of amending these Rules and Regulations.

## **Section 21. Residential Use Restrictions**

21.1 All lots shall be used, improved and devoted exclusively for residential use. 21.2

An owner may not lease a residence for a term shorter than three (3) months.

21.3 All leasing by owner is subject to all of the provision of The Treetops at Ranger Point Homeowners Association.

21.4 Leasing. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with the provision of this Section, after receiving the approval of the Association. For purposes hereof, occupancy of a Unit by a person or persons in the absence of the Owner, except for the spouse or immediate family member of the Owner or spouse of the Owner, in excess of twenty one (21) days, shall be treated as a lease. Only natural persons may lease units for single family residential purposes, defined as follows: occupancy by a single housekeeping unit composed of (one) 1 person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. Procedure regarding leasing is as follows:

i. Notice by the Unit Owner. An Owner intending to lease their unit or renew or extend a lease shall give to the Board of Directors, or its designees, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, and executed copy of the proposed lease, and such other information as may reasonably be required.

1. Tenant Applications Application for permission to lease shall be made on application forms available from the Association, to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association a transfer fee, up to the amount allowed by law, to cover the investigative checks. The fee is non-refundable.

2. Approval. After the required notice, payment of application fee, and all investigation checks, information or appearances requested have been provided, the Board shall approve or disapprove the proposed tenant within the thirty (30) day time period. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed equivalent of approval and on demand from the tenant the Board shall issue a written letter of approval to the tenant.
3. Disapproval. A proposed tenant maybe disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors, or are otherwise unsatisfactory. The minimum criteria shall include the following:
  - a. The owner is delinquent in the payment of assessments at the time the application is considered.
  - b. The owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit.
  - c. The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions:
    - i. The prospective tenant has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
    - ii. The prospective tenant has a history of conduct which evidences disregard for the rights and property of others;
    - iii. In the case of a renewal, the tenant has during previous occupancy, evidenced an attitude of disregard for applicable covenants and restrictions; and
    - iv. The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.
4. Assessments. The legal responsibility for paying Association assessment shall not be delegated to or become the responsibility of the tenant.

5. Failure to Give Notice of Obtain Approval. If proper notice is not give, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the tenant with 30 days notice, and without securing consent to such eviction from the owner or owner's agents.
  6. Disapproval Notice. Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.
  7. Board Delegation. The Board may by resolution, delegate approval powers to an ad hoc committee, which shall consist of at least two (2) Board members, two (2) association members, and the Manager.
- ii. Regulation by Association. All of the provisions of the documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a living unit as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenant(s) in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board. The unit owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the rules and regulation by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

## **Section 22. Home Restrictions**

22.1 Notwithstanding any provision to the contrary in these rules, no home may be constructed upon a Lot without the written approval of the Architectural Control Committee. Request for approval for the location of a home upon such Lot must be accompanied by a detailed explanation of the type, model and nature of the home to be located upon the Lot. The ACC shall have the sole discretion to determine if such home as proposed meets and is in conformity with these rules and regulations and the Declaration and which homes shall be in conformity with and exhibit good taste commensurate with the rest of the Development.

## **Section 23. Architectural Control Committee**

23.1 any approval rights or other rights granted to the Association in these Rules and Regulations may be delegated to the ACC when the matter involved is properly a subject for ACC involvement in accordance with the Declaration.

## **Section 24. Interpretation**

24.1 If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Covenants and Restrictions, the provisions of the Declaration shall prevail.

## **Section 25**

These Rules and Regulations with designated codicils have been duly adopted by the members of Treetops at Ranger Point Homeowners Association Inc. at a duly called members meeting held on February 21, 2012

## TREETOPS AT RANGER POINT POOL RULES

These Rules and Regulations governing the use of the swimming pool and deck are an integral part of the codicil referenced in the Documents of the Treetops at Ranger Point Homeowners Association, specifically Section 20 of the Rules and Regulations.

The issuance of a permit to operate a pool requires that the pool be designated a public pool. Consequently, all state and county statutes related to pools must be observed. A copy of these statutes is posted in the cabana.

The following rules comply with state and county rules and regulations. These rules have been enacted to protect the health and safety of all pool users and equally important, to provide protection for both the Homeowners Association and individual homeowners from any possible litigation which may arise from injuries.

1. Owners are responsible for their guests and must be sure that all guests and lessees understand and obey these rules.
2. Shower prior to swimming, but without soap or shampoo.
3. No diving or jumping into the pool, which is less than 6 feet deep.
4. All children under age of (14) fourteen must be accompanied by a responsible adult.
5. Children who are not toilet trained may not use the pool.
6. No pets are allowed within the fenced area.
7. No running on the pool deck.
8. No roller skates, skateboards, baby strollers, etc. on the pool deck.
9. Food, drink and glass container of any kind are prohibited on the pool deck or in the pool.
10. Pool floats and toys must be used with adult discretion and must be removed after use. Children may use regulation flotation devices with adult supervision.
11. If you put up an umbrellas, return it to the storage before you leave. Return pool furniture to its proper place.
12. All tanning oils and lotions must be showered off before pool use. Towels must be used to cover chairs as oils and lotions make permanent stains.
13. Music may be played quietly, but if others are present, it must be through earphones.
14. Swimming is permitted from 9:00 am to 9:00pm, but the pool cover must be off and the pool lights must be on, after dusk.
15. Gates must be locked when the pool cover is on. The pool cover must be removed to swim and not just pulled back.
16. If you are the last one out of the pool area at any time, you must lock the gate.
17. The pool and deck areas are "No Smoking" areas.
18. Only designated members of the recreational facilities committee shall adjust or modify any control settings on the heat pump, filters, etc.
19. When the outdoor temperature is below 70 degrees, the pool cover shall not be removed without the express approval of a member of the recreational facilities committee.
20. There is no Lifeguard ever on duty, so you must swim at your own risk.

## TREETOPS AT RANGER POINT

### CABANA RULES

These Rules and Regulations governing the use of the Cabana are an integral part of the codicil referenced in the Documents of The Treetops at Ranger Point Homeowners Association, specifically Section 20 of the Rules and Regulations.

1. The cabana is a non-smoking area.
2. The capacity of the cabana is 25 people, by order of the County Fire Marshall.
3. To reserve the cabana for a private party, post the time and date on the bulletin board: The party organizer must arrange for a walk-thru of the cabana before and after the party with a member of the Recreation Facilities Committee or the Board of Directors.
4. Party decorations may be taped to glass or held on the walls with pushpins. Do not use thumbtacks or tape on the walls. Decorations must be removed after the party.
5. Loud parties are not permitted.
6. After party cleanup must include washing utensils, dishes and counters, replacing furniture, removal of all food and trash, and in general, restoring the cabana to the same condition as per walk thru.
7. Turn off all appliances, the kitchen water heater, but not the refrigerator. Lock all doors and gates when leaving.
8. The party must be over and quiet by midnight.

