



**WESTMINSTER**  
COMMUNITY ASSOCIATION

4/16/2012

•••

Larry Griffith  
Westminster Community Association  
2001 Oxford Ridge Circle, Lehigh Acres, FL 33973

**Homeowners of Westminster Community**

Dear Homeowners,

Please find attached the **Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community** and the **Second Amended and Restated Bylaws of Westminster Community Association Inc.**, which were duly adopted at the Association's Annual Member Meeting on March 20<sup>th</sup>, 2012.

It is highly recommended that all homeowners in Westminster take the time to read both sections in their entirety to familiarize themselves with the changes that were made.

If you are a homeowner who rents your unit, it would be in your best interest to read and thoroughly understand section 5.10 (Occupancy in the absence of the owner and leasing of living units), in the **Second Amended and Restated Declaration of Covenants, Restrictions and Easements for Westminster Community.**

If you have any questions concerning our documents, please contact John Hutton, Property Manager, at 239.491.2767

Best Regards,

Larry Griffith

President

Westminster Community Association

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Joseph E. Adams, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

INSTR # 2012000069159, Pages 58  
Doc Type RES, Recorded 03/29/2012 at 11:15 AM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$494.50  
Deputy Clerk LAMBROSIO  
#1

## **CERTIFICATE OF RECORDATION**

### **SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WESTMINSTER COMMUNITY ASSOCIATION, INC.**

### **SECOND AMENDED AND RESTATED BYLAWS OF WESTMINSTER COMMUNITY ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements For Westminster Community Association, Inc. and the Second Amended and Restated Bylaws of Westminster Community Association, Inc. were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 20<sup>th</sup> day of March 2012. The original Declaration of Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 2667, at Page 3249 *et seq.*, of the Lee County Public Records. The Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 3828, at Page 2719 *et seq.*, of the Lee County Public Records.

The property encompassed by the Declaration of Covenants, Conditions, Restrictions and Easements is further described at Plat Book 57, Page 52 *et seq.*, of the Lee County Public Records; Plat Book 57, Page 82 *et seq.*, of the Lee County Public Records; Plat Book 59, Page 86 *et seq.*, of the Lee County Public Records; Plat Book 60, Page 1 *et seq.*, of the Lee County Public Records; Plat Book 61, Page 10 *et seq.*, of the Lee County Public Records; Plat Book 64, Page 37 *et seq.*, of the Lee County Public Records; Plat Book 75, Page 32 *et seq.*, of the Lee County Public Records; Plat Book 78, Page 91 *et seq.*, of the Lee County Public Records and Plat Book 79, Page 53 *et seq.*, of the Lee County Public Records.

The Second Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is attached hereto. The Articles of Incorporation of Westminster Community Association, Inc. are not being recorded herewith. The Articles of Incorporation are attached to the original Declaration of Covenants, Restrictions, Easements, Charges and Liens, recorded at O.R. Book 2667, at Page 3249 *et seq.*, of the Lee County Public Records, as may be amended from time to time. The Second Amended and Restated Bylaws are attached with this filing.

Page 1 of 2

LAW OFFICES  
BECKER & POLIAKOFF, P.A.  
SIX MILE CORPORATE PARK • 12140 CARISSA COMMERCE COURT, SUITE 200 • FORT MYERS, FL 33966  
TELEPHONE (239) 433-7707

WITNESSES:  
(TWO)

[Signature of John P. Hutton]  
Signature

John P. Hutton  
Printed Name

[Signature of Shamera J. Rye]  
Signature

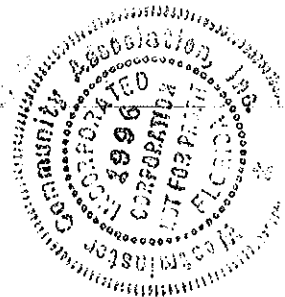
Shamera J. Rye  
Printed Name

WESTMINSTER COMMUNITY  
ASSOCIATION, INC.

BY: [Signature of Larry Griffith]  
Larry Griffith, President

Date: 3-28-12

(CORPORATE SEAL)



STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2012, by Larry Griffith as President of Westminster Community Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) FL DL G613530383090 as identification.

[Signature of Kathryn J. Stefanacci]  
Notary Public

Kathryn J. Stefanacci  
Printed Name

My commission expires: 4/29/13

ACTIVE: 3768812\_1



**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WESTMINSTER COMMUNITY ASSOCIATION, INC.**

<b>1.</b>	<b>DEFINITIONS.....</b>	<b>1</b>
1.1	“Architectural Review Committee” (“ARC”).....	1
1.2	“Assessment” or “Assessments” .....	1
1.3	“Board” .....	1
1.4	“Community” .....	1
1.5	“Common Areas” .....	1
1.6	“Community Association” or “Association” .....	1
1.7	“Conservation Area” .....	1
1.8	“County” or “the County” .....	2
1.9	“Golf Course” .....	2
1.10	“Governing Documents” .....	2
1.11	“Institutional Mortgagee” .....	2
1.12	“Lands” .....	2
1.13	“Living Unit” or “Unit” .....	2
1.14	“Lot” .....	3
1.15	“Member” .....	3
1.16	“Neighborhood” .....	3
1.17	“Neighborhood Association” .....	3
1.18	“Neighborhood Common Area” .....	3
1.19	“Neighborhood Covenants” .....	3
1.20	“Owner” .....	3
1.21	“Parcel” .....	3
1.22	“Rules and Regulations” .....	3
1.23	“SFWMD” .....	3
1.24	“Service Assessment” .....	3
1.25	“Westminster” .....	4
1.26	“Structure” .....	4
1.27	“Tract” .....	4
1.28	“Voting Interests” .....	4
<b>2.</b>	<b>GENERAL DEVELOPMENT PLAN.....</b>	<b>4</b>
<b>3.</b>	<b>THE COMMUNITY ASSOCIATION’S PURPOSES AND POWERS.....</b>	<b>4</b>
3.1	Common Areas.....	5
3.2	Manager.....	5
3.3	Personal Property.....	5
3.4	Insurance.....	5
3.5	Express and Implied Powers.....	5
3.6	Acts of the Community Association.....	5
3.7	Articles of Incorporation.....	5
3.8	Bylaws.....	6
3.9	Official Records.....	6

	3.10	Polling Places.....	6
	3.11	Consensus for Community Association Action.....	6
4.		<b>COMMUNITY ASSOCIATION MEMBERSHIP VOTING RIGHTS.</b> .....	7
	4.1	Membership.....	7
	4.2	Community Association Rights and Easements.....	7
	4.3	Delegation of Use Rights In Common Areas.....	8
	4.4	Separation of Ownership.....	8
5.		<b>GENERAL COVENANTS AND USE RESTRICTIONS.</b> .....	8
	5.1	Subdivision and Regulation of Land.....	8
	5.2	Surface Water Management Systems, Lakes, and Wet Retention Ponds. ....	9
	5.3	Conservation Area or Conservation Easement Area. ....	10
	5.4	Open Space.....	10
	5.5	Lawns and Landscaping.....	10
	5.6	Outdoor Equipment.....	11
	5.7	Lighting and Decorations.....	11
	5.8	Air Conditioners.....	11
	5.9	Solar Collectors; Roof Vents.....	11
	5.10	Occupancy in the Absence of the Owner and Leasing of Living Units.....	11
	5.11	Temporary Factory-Built or Existing Structures. ....	13
	5.12	Antennas and Flagpoles.....	13
	5.13	Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.....	14
	5.14	Architectural Control. ....	14
	5.15	Clothes Drying Area. ....	15
	5.16	Signs. ....	15
	5.17	Living Units; Residential Use.....	16
	5.18	Pets and Animals.....	17
	5.19	Nuisances. ....	17
	5.20	Waterfront Property.....	17
	5.21	Lakes. ....	18
	5.22	Correction of Health and Safety Hazards. ....	18
	5.23	Shutters.....	18
	5.24	Guns. ....	18
	5.25	Pools, Spas and Hot Tubs.....	18
6.		<b>ARCHITECTURAL AND AESTHETIC CONTROL.</b> .....	18
	6.1	General.....	18
	6.2	Architectural Review Committee. ....	18
	6.3	Powers. ....	18
	6.4	Enforcement. ....	19
7.		<b>EASEMENTS.</b> .....	19
	7.1	Utilities, Services and Support.....	19
	7.2	Incidental Damage to Road Rights-of-Way.....	20
	7.3	Easements for Golf.....	20
8.		<b>COMMON AREAS.</b> .....	20
	8.1	Reasonable Charges. ....	20
	8.2	.....	21

8.3	Maintenance and Alteration.....	21
8.4	Partition, Subdivision and Encumbrance.....	21
8.5	Community Association's Rights and Powers.....	21
8.6	Expansion or Modification of Common Areas.....	21
9.	<b>ASSESSMENTS.....</b>	<b>21</b>
9.1	Creation of Lien of the Private Community Association.....	21
9.2	Purposes of Assessments:.....	22
9.3	Imposition of Assessments.....	23
9.4	Amount of Assessments.....	23
9.5	Special Assessments.....	23
9.6	Charges.....	23
9.7	System Service Assessment.....	23
9.8	Lien.....	23
9.9	Foreclosure of Lien.....	23
9.10	Priority of Lien.....	24
9.11	Resale Capital Assessment.....	24
9.12	Ownership.....	24
10.	<b>COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION.....</b>	<b>24</b>
10.1	Owner and Member Compliance.....	25
10.2	Covenant Enforcement.....	25
10.3	Damages and Attorney's Fees.....	25
10.4	Fines.....	26
10.5	Suspension of Use Rights.....	27
10.6	Suspension of Voting Rights.....	27
10.7	Stormwater Management System.....	27
11.	<b>NEIGHBORHOOD ASSOCIATIONS.....</b>	<b>27</b>
11.1	Maintenance of Neighborhood Common Areas.....	27
11.2	Priority of Neighborhood Covenants.....	27
12.	<b>INSURANCE: RECONSTRUCTION AFTER CASUALTY.....</b>	<b>27</b>
12.1	Duty to Insure, and to Reconstruct or Clean Up.....	28
12.2	Failure to Comply.....	28
12.3	Flood Insurance.....	28
12.4	Property Insurance.....	28
12.5	Liability Insurance.....	28
12.6	Bonding.....	28
12.7	Community Association's Right of Entry.....	28
13.	<b>PRIVACY AND ACCESS CONTROL; NON-LIABILITY OF THE COMMUNITY ASSOCIATION.....</b>	<b>29</b>
14.	<b>RIGHTS OF MORTGAGEES.....</b>	<b>29</b>
14.1	Notice of Casualty or Condemnation.....	29
14.2	Mortgage Foreclosure.....	29
14.3	Right to Inspect Documents and Books.....	30
14.4	Financial Statement.....	30
14.5	Lender's Notices.....	30
15.	<b>DURATION OF COVENANTS; AMENDMENT.....</b>	<b>30</b>
15.1	Duration of Covenants.....	30

	15.2	Termination.....	30
	15.3	Amendments.....	31
	15.4	Procedure.....	31
	15.5	Vote Required.....	31
	15.6	Certificate; Recording.....	31
	15.7	Proviso.....	31
	15.8	Limitations.....	31
16.		<b>WESTMINSTER GOLF CLUB.....</b>	<b>31</b>
	16.1	Not Common Areas.....	31
	16.2	Use Restriction.....	31
	16.3	Maintenance.....	31
	16.4	Rights of Residents.....	32
17.		<b>GENERAL AND PROCEDURAL PROVISIONS.....</b>	<b>32</b>
	17.1	Other Documents.....	32
	17.2	Severability.....	32
	17.3	Merger or Consolidation of Community Associations.....	32
	17.4	Dissolution.....	32
	17.5	Gender; Number.....	32
	17.6	Notices.....	32
	17.7	Construction.....	33
	17.8	Captions, Headings and Titles.....	33
	17.9	Interpretation.....	33
	17.10	Applicable Statutes.....	33
	17.11	Rights Limited to Express Terms of Governing Documents.....	33
18.		<b>CONFIRMATION OF PRIOR SUBMISSION AND RECORDING OF MASTER DECLARATION AND SUPPLEMENTAL DECLARATIONS.....</b>	<b>33</b>

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
WESTMINSTER COMMUNITY ASSOCIATION, INC.**

---

**THIS AMENDMENT** (the "Amendment") is made to that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community Association, Inc., recorded in O.R. Book 3825, Page 2719 of the Public Records of Lee County, Florida, as previously amended.

(Substantial rewording of Amended and Restated Declaration and Amended and Restated Bylaws, please see original Amended and Restated Declaration as recorded in Official Records Book 3825 at Page 2719-2795, Public Records of Lee County, Florida; and as later amended in Official Record Book 3863 at Page 2026-2029; Official Record Book 4040 at Page 634-640; Official Record Book 4235 at Page 2678-2681; Official Record Book 4387 at Page 1723-1726; Official Record Book 4444 at Page 1690-1694; and Instrument No. 207000346121, all of the Public Records of Lee County, Florida.

**1. DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

**1.1 "Architectural Review Committee" ("ARC")** means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

**1.2 "Assessment" or "Assessments"** means a share of the funds required for the payment of the expenses of the Community Association which from time to time is assessed against the Members, including without limitation Annual Assessments and Special Assessments, as authorized by Section 9 of this Declaration.

**1.3 "Board"** means the Board of Directors of Westminster Community Association, Inc.

**1.4 "Community"** means all real property comprising Westminster, and the improvements thereon.

**1.5 "Common Areas"** shall mean and refer to the real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to the Community Association, for the common use, enjoyment and general benefit of the Members

**1.6 "Community Association" or "Association"** means Westminster Community Association, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns.

**1.7 "Conservation Area"** means the wetland preserve areas and the upland preserve areas within the Community as described in the subdivision plat for Westminster, Phase 1-A, as



recorded in Plat Book 57, Pages 52-56, or on subsequent plats, Public Records of Lee County, Florida.

**1.8 “County” or “the County”** means Lee County, Florida.

**1.9 “Golf Course”** means the land described as such in the original Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community Association, Inc. recorded in O.R. Book 2667, Page 3249 et al., Public Records of Lee County, Florida, and all improvements thereon, which is separately owned by a third party and which is intended to be operated as a golf course which may or may not be open to the public, and other than as specifically set forth in Sections 5.2 and 16, is not otherwise subject to this Declaration.

**1.10 “Governing Documents”** means this Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Community Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

**1.11 “Institutional Mortgagee”** means:

(A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loan (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit.

(C) An “Institutional Mortgage” is a mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

**1.12 “Lands”** means the land described in Exhibit “A” of the original Declaration of Covenants, Conditions, Restrictions and Easements recorded at O.R. Book 2667, Page 3249 *et seq.*, of the Public Records of Lee County and any additional lands submitted to the Declaration by past, present, or future Amendment or Supplemental Declaration.

**1.13 “Living Unit” or “Unit”** means any residential structure, including a single family detached or attached dwelling unit(s), condominium unit(s) or apartment unit(s), located within the Community and intended for occupancy by one family or household. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term “Living Unit” or “Unit” shall be interpreted as if the term was followed immediately by the words “and the Lot on which it is located.”

**1.14 "Lot"** means one or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon."

**1.15 "Member"** means any or all of those persons who are entitled to membership in the Community Association, as provided in the Governing Documents.

**1.16 "Neighborhood"** means a condominium, a group of single family homes, villas or apartment units, or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common recorded declaration of neighborhood covenants.

**1.17 "Neighborhood Association"** means a condominium association, or an incorporated homeowners association as defined in Section 720.301, Florida Statutes (2011), as amended from time to time, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

**1.18 "Neighborhood Common Area"** means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

**1.19 "Neighborhood Covenants"** means any and all covenants, conditions, restrictions, and other provisions imposed by recorded Declaration, Supplemental Declaration or other instrument, applicable to one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

**1.20 "Owner"** means the record owner of legal title to any Lot, Living Unit, Tract or Parcel.

**1.21 "Parcel"** means any and all unplatted portions of the Community.

**1.22 "Rules and Regulations"** means the administrative regulations governing use of the Common Areas and procedures for administering the Community Association, as adopted, and amended from time to time by resolution of the Board of Directors.

**1.23 "SFWMD"** means South Florida Water Management District.

**1.24 "Service Assessment"** means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Community Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Community Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefitted. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

**1.25** “Westminster” is the name of the Community.

**1.26** “Structure” means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

**1.27** “Tract” means any and all platted portions of the Community other than the Lots.

**1.28** “Voting Interests” means the arrangement established in Section 2 of the Bylaws of the Community Association by which certain classes of members are entitled to vote in the affairs of the Community Association.

**2. GENERAL DEVELOPMENT PLAN.** The Community is a residential development, which lies adjacent to and abuts, and includes an eighteen (18) hole golf course and other ancillary recreation facilities which are currently open to the public. An unrelated third party owns and operates the golf course, golf course clubhouse, cart barn and maintenance building, as well as all other related golf course facilities, as may be further described and depicted on the Westminster Subdivision Plat(s). One of the effects of establishing a recreational golf course facility open to the public within a residential community having commercial uses may be to increase the number of outside persons using the roads and the parking facilities.

THE OWNERSHIP OF A LOT OR LIVING UNIT AND ITS APPURTENANT MEMBERSHIP IN THE COMMUNITY ASSOCIATION, DOES NOT CONFER ANY OWNERSHIP INTEREST IN, OR RIGHT TO USE, THE GOLF COURSE, OR ANY OF THE RELATED FACILITIES.

THE GOLF COURSE PROPERTY IS SEPARATE AND APART FROM THE RESIDENTIAL DEVELOPMENT AND USES WITHIN WESTMINSTER AND OWNERSHIP AND/OR RESIDENCY WITHIN WESTMINSTER DOES NOT GRANT OR CONVEY UPON THOSE OWNERS OR OCCUPANTS WITHIN WESTMINSTER ANY SPECIAL PRIVILEGES OR USE RIGHTS IN THE GOLF COURSE.

**3. THE COMMUNITY ASSOCIATION’S PURPOSES AND POWERS.** The primary purposes of the Community Association are to hold title to, operate and maintain the Common Areas of Westminster; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Community Association is authorized or required to take with regard to the Community pursuant to the Governing documents. In addition, unless assigned or delegated to another, the Community Association may maintain all lake or water retention areas, berm areas and lake banks, as well as maintain weed control and water quality for all lake bodies within the Westminster boundaries. The Community Association shall operate, insure, maintain and repair all Common Areas, regardless of whether legal right to that property has been formally conveyed to the Community Association.

Despite provisions of any Supplemental Declaration, or past practice of the Community Association, to the contrary, the Community Association shall not be responsible for maintaining any exterior yards, landscaped areas or site irrigation systems on any platted Lot (single-family villa or otherwise) within the Community. The Community Association shall not separately assess any "Subdistrict", as that term is used in the original Declaration, but shall only maintain and assess Common Areas as set forth in this Amended and Restated Declaration.

**3.1 Common Areas.** Common Area recreational facilities currently consist of a community multi-purpose center, swimming pool, tennis courts, bocce courts and a tot lot. These Common Areas may be added to, deleted, or materially altered in the manner set forth in Section 8.3 of this Declaration without need for an amendment of the Declaration. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall be available to all Members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units.

**3.2 Manager.** The Community Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Community Association shall determine to be necessary or desirable.

**3.3 Personal Property.** The Community Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

**3.4 Insurance.** The Community Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Community Association additionally shall cause all persons with access to Community Association funds to be insured or bonded with adequate fidelity insurance or bonds.

**3.5 Express and Implied Powers.** The Community Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

**3.6 Acts of the Community Association.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Community Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Directors of the Community Association have a fiduciary relationship to the Members. A Member does not have the authority to act for the Community Association by reason of being a Member.

**3.7 Articles of Incorporation.** The Articles of Incorporation of the Community Association are attached to the original Declaration of Covenants, Conditions, Restrictions and Easements

recorded at O.R. Book 2667, Page 3249 *et seq.*, of the Public Records of Lee County, Florida, as they may be amended from time to time.

**3.8 Bylaws.** The Bylaws of the Community Association have been amended and restated and are attached as **Exhibit "A"** as they may be amended from time to time.

**3.9 Official Records.** The official records of the Community Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Community Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Community Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Community Association may charge a reasonable fee per page for copies made on the Community Association's photocopier. If the Community Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Community Association may have copies made by an outside vendor or Community Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Community Association. The Community Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Pursuant to Section 720.303(5)(c), Florida Statutes (2011), the Association may publish and disseminate personal identifying information of an Owner, including but not limited to electronic mailing addresses, telephone numbers, emergency contact information, and any addresses for a parcel owner, to other Owners provided that the Owner whose personal identifying information is published and disseminated consents to same in writing.

**3.10 Polling Places.** Accommodation may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

**3.11 Consensus for Community Association Action.**

(A) Except as provided in this Section, the Community Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the voting Members. A voting Member representing Units owned by persons other than the voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Units represented by the voting Member. This Section shall not apply, however, to (i) actions brought by the Community Association to enforce Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Community Association in proceedings instituted against it.

**(B)** Prior to the Community Association or any Member commencing any proceeding to which Declarant is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

**4. COMMUNITY ASSOCIATION MEMBERSHIP VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit within the Community shall be a Member of the Westminster Community Association as further defined in Section 4.1 below. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Westminster Community Association, Inc.

**4.1 Membership.** Members shall be the Owners of Lots or Units within the Community.

**4.2 Community Association Rights and Easements.** Members in good standing have the non-exclusive right to use the Common Areas subject to:

**(A)** The right of the Community Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Members;

**(B)** The right of the Community Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for Owners;

**(C)** The right of the Community Association, by and through its Board of Directors, to suspend a Member's right, together with the right of the Member's tenants, guests and invitees, to use Common Areas if the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association until the obligation is paid in full, and for a reasonable period during or after any infraction of the Community Association's Governing Documents by the Member or the Member's occupants, licensees, or invitees;

**(D)** The right of the Community Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

**(E)** The right of the Community Association, by and through its Board of Directors, to grant, modify or vacate easements over, across or through the Common Areas;

**(F)** The right of the Community Association, by and through its Board of Directors, to open the Common Areas for use by non-members of the Community Association, or non-owners.

**(G)** The right of the Community Association, by and through its Board of Directors, to borrow money for the purpose of improving the Common Areas, and in aid thereof with the prior consent of two-thirds (2/3rds) of the voting interests, to mortgage Common Areas;

(H) The right of the Community Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Community Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events;

(J) The right of the Community Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Community Association; and any Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Community Association;

(L) The right of the Community Association to dedicate or transfer ownership or control of all or any part of the Common Areas to a governmental agency, public authority, or utility.

**4.3 Delegation of Use Rights In Common Areas.** Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Community Association's Rules and Regulations, and subject to the conditions, limitations and restrictions as may be stated therein. However, any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of a Member or the Member's spouse, if any, whether a guest of the Member or an occupant of the Members' Living Unit pursuant to Section 5.10(B)(3), need not be accompanied by the Member when using the Common Areas. If the Community Association permits a Member to delegate his/her use rights in Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Community Association for the actions and debts to the Community Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Community Association assessments. Upon the lease of a Lot or Living unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a Member delegates his privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities, except as a guest of another Member, during the period of the delegation.

**4.4 Separation of Ownership.** The ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Living Unit, Tract or Parcel hold membership in the Community Association.

**5. GENERAL COVENANTS AND USE RESTRICTIONS.** The Community may be used for those purposes provided in any Lee County approvals for development in Westminster ("Development Order").

**5.1 Subdivision and Regulation of Land.** No Lot or Living Unit may be divided or

subdivided without the express written consent of the Community Association. No Owner or Neighborhood Community Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the Development Order or any other governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit owned by two or more persons. The Westminster Community shall be limited to a maximum total of 621 Lots.

**5.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds.** The Community Association shall be responsible for maintenance of all surface water management systems, lakes, and water retention ponds in the Community. Adequate drainage rights-of-way or easements which are necessary to construct, operate and maintain all facilities which constitute the Community's permitted surface water management system, shall be shown on the Community's several final recorded Subdivision Plats, or else incorporated therein by reference, as these Plats are gradually recorded in the Public Records of Lee County for different portions of the Community.

(A) The development of the Lands may be subject to the requirements of Environmental Resource Permits, issued by SFWMD. No Owner or Neighborhood Association may construct or maintain any building, residence or structure (including docks), or undertake any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described on the recorded Plats of the Community and in the Environmental Permit from SFWMD for the Community, unless prior written approval is received from both the Board of Trustees and the Regulation Department of SFWMD. Each Owner within the Community, at the time of construction of a building, residence or structure, shall ensure that those structures' construction plans comply with the plans for the Community's surface water management system as approved by and on file with SFWMD. No Owner or Neighborhood Association shall in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of the Community's surface water management system (including but not limited to lakes, ponds, swales, drainage ways and wet retention ponds or other areas intended for the accumulation of stormwater runoff) without the prior written approval of the Board and of SFWMD. **NO PERSON SHALL REMOVE LITTORAL ZONE VEGETATION FROM ANY STORMWATER MANAGEMENT SYSTEM. REMOVAL OF VEGETATION INCLUDES DREDGING, PULLING AND CUTTING OF THE LITTORAL ZONE VEGETATION.**

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

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Board and SFWMD. No person other than the Community Association may draw water for irrigation or other



purposes from any lake, pond or other water management area, nor is any boating, kayaking, canoeing, swimming, or wading in such areas allowed. Notwithstanding the foregoing, the Golf Course may draw water for irrigation purposes from the lake identified as Tract B on the subdivision plat for Westminster, Phases 7B - 10, as recorded in Plat Book 78, Pages 91-95 of the Public Records of Lee County, Florida.

**(D)** All stormwater management systems, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Community Association. The Community Association may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs that are deemed necessary to provide, maintain or restore proper surface water management. The Community Association shall be responsible for the appropriate management and maintenance of those portions of its stormwater system which lie outside the platted Lands. All of the stormwater management costs of these Community Association responsibilities shall be an expense of the Community Association.

The owner of the Westminster Golf Club shall pay to the Community Association fifty percent (50%) of the amount of the costs required to operate and maintain the Surface Water Management System, including contributions to fund reserves for capital improvements. Westminster Golf Club's share of such costs shall be paid to the Community Association in equal monthly installments based upon the budget. Any variance between actual and budget in any year shall be "trued up" through an increase or decrease in the following year's budget so that Westminster Golf Club shall either make up any deficit or receive the benefit from any over funding throughout the following year.

**5.3 Conservation Area or Conservation Easement Area.** The Community Association shall be responsible for the maintenance and regulatory compliance of all common areas placed under the Community Association's jurisdiction, regardless of where located, in accordance with Rules, Regulations and Permit requirements set forth by the County and other permitting agencies, including SFWMD. Areas shall include any area dedicated on the Plat as a wetland. All on-site wetlands, upland buffers around each wetland, wetland mitigation areas, and all upland conservation areas shall be maintained as conservation areas and shall be labeled as such on all plans for the Community. "Conservation" as used herein means the perpetual maintenance of habitats in their existing (or restored) condition.

**5.4 Open Space.** Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the Owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Community Association or to a Neighborhood Association, the Association or Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

**5.5 Lawns and Landscaping.** Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management

areas regardless of ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn unless approved by the ARC. Certain areas as determined by the Development Order shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. Prior to occupancy of any residential unit on any lot or unit, there shall be installed a lawn irrigation system. Each Owner shall be responsible for maintenance and repair of their irrigation system. The lawns and landscaping of vacant, abandoned, or distressed Living Units and vacant Lots that are not regularly cut and/or maintained by their Owner may be cut and/or maintained by the Community Association at the Owner's expense. "Distressed Living Units" shall mean those Living Units that are unoccupied and the lawns adjacent to which are not being maintained as set forth in this Section. All expenses incurred by the Community Association for such cutting and/or maintenance shall be passed on to the Owner as a charge as set forth in Section 9.6.

**5.6 Outdoor Equipment.** No above ground swimming pools are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association. If a garage accompanies a Living Unit, then all garbage and trash must be kept in an enclosed garage. Garbage and trash containers and vegetation cuttings may be placed on the curb only on the day of, or evening before trash, vegetation or garbage pick-up service is scheduled.

**5.7 Lighting and Decorations.** All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the ARC. Except as may be approved by the ARC, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to shine directly on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the ARC. Other types of low intensity lighting which does not unreasonably disturb other Owners or occupants of the Community shall be allowed. Normal and customary Christmas or other holiday decorations and lighting which do not unreasonably disturb other Owners or occupants of the Community shall be allowed so long as the Owner installs said holiday decorations and/or lighting no more than thirty (30) days before the holiday and removes same within fifteen (15) days following the holiday. Exceptions to the above restrictions may be permitted only with the written permission of the ARC.

**5.8 Air Conditioners.** Wall or window air conditioning or heating units are not permitted.

**5.9 Solar Collectors; Roof Vents.** Solar collectors, roof vents and other installations on the roofs of structures shall be permitted only at locations approved in writing by the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

**5.10 Occupancy in the Absence of the Owner and Leasing of Living Units.**

**(A) Occupancy in the Absence of Owner.** If the Owner and the family who

permanently reside with the Owner are not occupying the Living Unit, then any occupancy shall be considered a lease whether or not the occupants are paying rent and shall be subject to the provisions with respect to leases as set forth herein.

**(B) Leasing of Living Units.** Neighborhood Covenants may establish stricter standards for particular Neighborhoods, but the following restrictions shall apply to the occupancy of all Living Units in the Community:

- (1) All leases must be in writing, even if no rent or consideration is involved.
- (2) The minimum leasing term shall be thirty (30) consecutive days for all Living Units.
- (3) Any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Living Unit in the absence of the Owner without limitation as to the number of occasions or length of stay. No written lease is required.
- (4) An Owner may lease only the entire Living Unit and no room rental or subleasing is permitted.
- (5) The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, limited liability company, trust, etc.
- (6) Owners shall provide the Association with a copy of the proposed lease and fully completed Lease Registration and Approval Application Form not less than ten (10) business days prior to the proposed occupancy.
- (7) The Board may determine the form of the application for lease registration and approval, prescribe a form of lease to be used by the Owner, and establish Rules and Regulations for lease registration and approval.
- (8) The Board shall charge an application fee to cover any and all costs associated with processing the approval application and performing background checks.

**(C) Disapproval with Good Cause.** Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to:
  - (a) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or
  - (b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

- (c) a felony involving illegal drugs within the past ten (10) years; or
- (d) any other felony in the past five (5) years; or
- (e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

(2) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

(3) The person seeking approval is currently on probation or community control.

(4) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.

(5) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Community.

(6) The person seeking approval has a history of disruptive behavior.

(7) The person seeking approval has evidenced an attitude of disregard for Association Rules and Regulations or the rights or property of others, by his past conduct.

(8) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, has failed to conform to the leasing restrictions set forth in this Section 5.10 or has provided false information during the application process or has taken possession of the premises before approval.

**5.11 Temporary Factory-Built or Existing Structures.** No structure of any kind of what is commonly known as “factory-built”, “modular”, or “mobile home” type construction shall be erected without the prior written permission of the ARC. No tent, trailer or temporary structure shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARC.

**5.12 Antennas and Flagpoles.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules or guidelines governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Community Association may adopt and enforce reasonable rules or guidelines limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the

street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ARC. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment.

**5.13 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.**

(A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. The term "commercial vehicle", as restricted under this subsection, is defined as meaning all vehicles of every kind whatsoever which, from the viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, or otherwise indicates a commercial use.

(B) No boat, trailer, semi-tractor trailers, or house trailer of any kind, camper, mobile home, motor home, bus, truck camper or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semi-tractor trailers, campers, buses, motor homes, mobile homes, truck campers, and the like are permitted to be parked in the Community for loading and unloading purposes only, and then for a maximum of 24 hours. Parking for longer periods of time may be permitted, only with the prior written approval of the Board of Directors.

(C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited.

(D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary.

(E) Passenger automobiles, vans and light pick-up trucks with single rear wheels of no more than one (1) ton designation, in a presentable condition, and which will fit within the Living Unit's enclosed garage, shall be permitted. The term "vans and light pick-up trucks" is defined to mean vehicles with no more than one (1) ton, rear single wheels or less rated weight carrying capacity.

(F) Paragraphs (A) through (E) shall not be deemed to prohibit any temporary facility permitted by Section 5.11 above.

(G) Any vehicles parked in violation of this Section 5.13 shall be subject to being towed away at the owner's expense.

**5.14 Architectural Control.** No building or other structure or improvement or addition of

any nature (including, but not limited to, fences, walls, swimming pools, screen enclosures, patios or patio extensions, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, decorative plaques or accessories, statues, benches and other site furniture, planters, birdhouses, other pet houses, mail and/or newspaper boxes, exterior lighting, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed, altered or relocated on any Lot or removed therefrom, until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Committee (which shall be a committee appointed by the Board of Directors of the Community Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Review Committee and all necessary governmental permits are obtained. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Units. Each building, wall, fence, or other structure or improvement of any nature, together with landscaping, shall be erected, placed, relocated, altered or removed only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole discretion of said Architectural Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that lights, flags and other decorations customary for holidays shall not require approval hereunder (but may be regulated as to quantity, nature and how long they may remain in place). No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Committee, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be deemed approved. Any later changes must be approved by the Architectural Review Committee.

**5.15 Clothes Drying Area.** No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the ARC.

**5.16 Signs.**

(A) No commercial signs, banners, billboards or advertisements of any kind, including without limitation those of realtors, contractors or subcontractors, shall be erected or displayed anywhere in the Community, including in windows and on motor vehicles. However, "For Sale" and "For Rent" signs shall be permitted as set forth in Subsection (D) hereof and "Open House" signs shall be permitted as set forth in Subsection (E) hereof. Additionally, no political signs, banners, billboards or advertisements of any kind shall be erected or displayed anywhere in the Community, including in windows and on motor vehicles. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Community Association or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation up to a maximum fine of \$1,000.00, per violation, for any ongoing violation and suspend the violator's use privileges of the Common Areas in accordance with Sections 10.4 and 10.5. Said action to enter one's

property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner.

(B) The foregoing shall not apply to any signs, banners, flags, billboards or advertisements required or permitted by law or this Declaration.

(C) An address plate in size and design approved by the ARC may be displayed on any Living Unit.

(D) All "For Sale" and "For Rent" signs must be of the shape, size, and color combination as approved by the ARC and set forth in the Design Review Guidelines. One standard size rectangular information box may be attached to the sign in the front yard.

(1) For single family homes and villas, one (1) "For Sale" or "For Rent" sign may be located in the front of the property (preferably in the landscaping), but no closer than ten (10) feet from the street pavement and another "For Sale" or "For Rent" sign may be located along the rear or side of the house or villa, no further than six (6) feet from such house or villa.

(2) For condominiums, two (2) "For Sale" or "For Rent" signs are permitted. One (1) "For Sale" or "For Rent" sign may be located in the rear window of the unit.

(E) Open Houses will be permitted in the community only on Saturdays, Sundays and Wednesdays, and only from 1:00 PM to 4:00 PM. One (1) "Open House" sign, not to exceed two (2) feet by three (3) feet may be placed in the front yard during the Open House, at a minimum of ten (10) feet from the road. There will be no signs allowed on street corners. One "Open House" sign will be placed by the Association at the entrance of the Community on Saturdays, Sundays and Wednesdays. No other "Open House" signs are permitted at the entrance of the Community. No flags, balloons, banners, etc., are permitted to be used to draw attention to an Open House.

(F) Exceptions to the above restrictions may be permitted, only with the written permission of the ARC.

**5.17 Living Units; Residential Use.** Except as otherwise provided below, each Living Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Living Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license nor the listing within any telephone directory of the Living Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any Owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Living Unit, except occasionally, as determined by the Board; (3) the business activity within the Living Unit is limited to telephone calls and written correspondence in and from the Living Unit; and (4) no employees or contractors, other than those who regularly reside within the Living Unit may perform any work or other services to the business at the Living Unit. This restriction shall further not be construed

to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Living Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use.

**5.18 Pets and Animals.** Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulation by the Community Association or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Community Association may restrict the walking of pets to certain areas. Owners, renters and visitors must immediately clean up after their pets anywhere in the Community. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the Owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. In addition to the foregoing certain aggressive dogs including, but not limited to, Pitbulls, Rottweilers, Dobermans and Chows shall not be permitted.

**5.19 Nuisances.** Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Community Association whose decision shall be final.

**5.20 Waterfront Property.** As to all portions of the Lands which have a boundary contiguous to any lake, canal, river or other body of water, the following additional restrictions and requirements shall be applicable:

(A) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake.

(B) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No boats of any type shall be used on any body of water which is part of the Common Areas, except those used by the Community Association, or any contractor either for maintenance or other lawful purposes, or as restricted by Section 5.21 herein.

(C) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(D) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(E) No landscaping (other than that initially installed at the time the Lot was developed), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.



(F) Any boats kept on the Lands shall be subject to Section 5.13 hereof.

**5.21 Lakes.** Use of Lakes or other waterbodies in the Community for fishing, swimming, boating and other recreational uses may be restricted or prohibited in the sole and absolute discretion of the Community Association.

**5.22 Correction of Health and Safety Hazards.** Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Community Association, and the cost thereof shall be charged to the responsible Owner or Neighborhood Association.

**5.23 Shutters.**

(A) Any exterior shutter or other protective devices visible from the outside of the Living Unit shall be of a type approved by the ARC and in accordance with the Design Review Guidelines. No such devices shall be installed without the prior written approval of the ARC.

(B) Shutters must be clear, white, or matching the exterior color of the Living Unit otherwise the ARC shall deny any request for approval to install said shutter.

(C) If plywood or similar temporary type of cover is used for hurricane protection, it may not be installed prior to a National Weather Service warning and must be removed within 72 hours of the expiration of the warning.

**5.24 Guns.** The use of firearms and/or fireworks within Westminster is prohibited, except as authorized by the Board. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size.

**5.25 Pools, Spas and Hot Tubs.** No above ground pools shall be erected, constructed or installed on any Lot or Living Unit. Above ground spas and hot tubs may be installed within screened enclosures, following ARC approval.

## **6. ARCHITECTURAL AND AESTHETIC CONTROL.**

**6.1 General.** No building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures.

**6.2 Architectural Review Committee.** The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be members of the Community Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws.

**6.3 Powers.** The ARC shall have the power, subject to and limited by the guidelines of the

approved regulatory permits of South Florida Water Management District, the County, and the Governing Documents to:

(A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;

(B) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Community Association, in cash or check, at the time the request is submitted to the ARC; or

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

**6.4 Enforcement.** Any decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Community Association.

**7. EASEMENTS.** In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

**7.1 Utilities, Services and Support.** Each Lot, Unit, Tract and Parcel and the Common Areas (except Conservation and Preservation Areas) and Neighborhood Common Areas is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric

and irrigation, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Unit, Tract, or Parcel or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community.

(B) If any agreement is entered into by the Community Association for the exclusive provision of system services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Community Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

**7.2 Incidental Damage to Road Rights-of-Way.** Public utility easements may have been dedicated on the subdivision plat or may be granted by separate instrument to Lee County. If public utility lines are repaired or replaced, incidental damage may occur to road surface and subsurface which expense may be borne by the Community Association if Lee County asserts that it is not responsible for incidental damage suffered to road rights-of-way resulting from utility line repairs and replacements.

**7.3 Easements for Golf.** Nonspecific, nonexclusive easements are hereby confirmed for the benefit of the users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and the Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts, include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, the exterior portions of the Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement over as herein set out) the usual and common noises and other disturbances created by maintenance of the golf course and the playing of the game of golf, including occasional tournaments, together with all other common or usual occurrences normally associated with the existence and operation of a golf course. No golf carts are permitted on Lots or Neighborhood Common Areas for the purposes of retrieving golf balls. Neither Westminster Golf Club, nor the Community Association or any of its successors or assigns shall be liable for damage to individual Lot or Unit Owner's property from errant golf balls.

## **8. COMMON AREAS.**

**8.1 Reasonable Charges.** The Community Association shall have the right to charge reasonable fees, rents, or other charges for the use of the Common Areas.

**8.2** EXCEPT AS OTHERWISE PROVIDED IN THE CONSERVATION OR PRESERVATION EASEMENT, CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE COMMUNITY ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

**8.3 Maintenance and Alteration.** The Community Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Common Areas costing more than \$40,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members of the Community Association. However, if work that is reasonably necessary to meet the Community Association's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior membership approval is required.

**8.4 Partition, Subdivision and Encumbrance.** Except as hereinafter provided, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3rds) of the voting interests. The foregoing shall not be construed to limit the authority of the Community Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in cotenancy.

**8.5 Community Association's Rights and Powers.** No Common Areas shall be used in violation of any Rule or Regulation or other requirement of the Community Association established pursuant to the provisions of this Declaration or the Bylaws.

**8.6 Expansion or Modification of Common Areas.** Additions or modifications to the Common Area may be made if not inconsistent with the local zoning or permitting ordinances and any amendments thereto.

## **9. ASSESSMENTS.**

**9.1 Creation of Lien of the Private Community Association.** Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Community Association:

- (A) Its Annual Assessments.
- (B) Its Special Assessments.

(C) Its Resale Capital Assessments and other fees, fines or charges imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Community Association.

(D) Its communication system assessments (including but not limited to Broadband Telecommunications, internet access, privacy and access control communications, Bulk Service Cable Television).

(E) Irrigation and water utility assessments, if any.

(F) To provide community wide services for the benefit of the Owners and the Members, including without limitation, privacy and access control services.

(G) Except as otherwise provided in Section 14.2 below as to certain mortgagees, no Owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.

(H) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(I) The Owner of each Lot or Living Unit regardless of how title was acquired, is liable for all assessments coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 14.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(J) No land shall be subject to assessment by the Community Association if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

## **9.2 Purposes of Assessments:**

(A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Community;

(B) For the improvement, maintenance, protection and operation of the Community Association and Common Areas, the Conservation Areas, the Community Association equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves;

(C) To provide utility, cable television, and other systems of communications or telecommunications services by bulk contract with third parties;

(D) Where deemed desirable by the Board of Directors, to provide services of general

benefit to the Owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, privacy and access control or other services;

(E) To pay the operating expenses of the Community Association.

**9.3 Imposition of Assessments.** On the first day of each fiscal year, the Assessment shall be assessed against each Lot or Living Unit. The Assessment for the year may be payable annually or in quarterly installments at the discretion of the Board.

**9.4 Amount of Assessments.** The amount of the Assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

**9.5 Special Assessments.** Any special Assessments levied by the Community Association's Board of Directors shall be assessed equally against all Lots and Living Units.

~~**9.6 Charges.** Any charge by the Community Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an Assessment. Payment may be enforced as provided in Section 9.8 and 9.9 below.~~

**9.7 System Service Assessment.** Assessment for communication system services may be levied by the Board of Directors. Given their nature and purpose, such Assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.4 above, and shall still be deemed "Assessments". For example, if the Community Association enters into a Community-wide bulk contract for cable television services to be provided to all Living Units, but one (1) or more Living Units is owned or occupied by a vision impaired person who, by law, cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other Living Units, and the amount each Living Unit pays shall be deemed an "Assessment" for all purposes hereunder.

**9.8 Lien.** The Community Association has a lien on each Lot and Living Unit for any unpaid past due Assessments, fines (to the extent permissible by law) and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Community Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Community Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged.

The Claim of Lien shall secure all unpaid Assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

**9.9 Foreclosure of Lien.** Unless a different method is required by Florida law, as amended from time to time, the Community Association's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085 of the Florida Homeowners' Association Act, as it may

be amended from time to time, for the foreclosure of a lien upon a Lot or Living Unit for unpaid Assessments. The Community Association may also bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, it shall include interest on the Assessments as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys' fees in connection with any appeal of such action.

**9.10 Priority of Lien.** Unless otherwise provided by Florida law as amended from time to time, the Community Association's lien for unpaid Assessments, fines and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots and Living Units as the lien of a homeowners' association for unpaid assessments under Section 720.3085, Florida Statutes (2011), as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Community Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Community Association, regardless of when the lease was executed. The relative priority of the Community Association's lien to that of a Neighborhood Association shall be determined by the order of their recording in the public records.

**9.11 Resale Capital Assessment.** The Community Association may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferor, nor to a transfer of title to a trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital assessments shall be considered an Assessment and can be collected as such in accordance with the provisions under this Section 9.

**9.12 Ownership.** Assessments, Resale Capital Assessments, and charges collected by or on behalf of the Community Association become Community Association property and may be used for any proper purpose, including, but not limited to, the payment of operating expenses, whether incurred prior to or after turnover. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

**10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION.** The Community Association has the power to enforce all covenants, conditions, restrictions, Rules and Regulations and agreements applicable to any real property within Westminster, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

**10.1 Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Community Association, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Community Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

**10.2 Covenant Enforcement.** Each Member and the Member's tenants, guests, and invitees, and the Community Association, are governed by and must comply with Chapter 720, Florida Statutes and the Governing Documents of the Community Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents may be brought by any Owner or the Community Association against:

- (A) the Community Association;
- (B) a Member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Community Association who willfully and knowingly fails to comply with these provisions;
- (E) any tenants, guests, or invitees occupying a Lot or Living Unit or using the Common Areas; and
- (F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Community Association. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Community Association exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy.

**10.3 Damages and Attorney's Fees.** Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover



reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

#### **10.4 Fines.**

(A) In addition to the means of enforcement provided elsewhere herein, the Community Association shall have the right to assess fines against a Lot or Living Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Governing Documents of the Community Association regarding the use of Lots or Living Units, Common Areas, or Community Association property. Each such violator and the Owner shall be given written notice of the alleged violation and the opportunity for a hearing before a Committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee, with at least fourteen (14) days notice. If the Committee, by majority vote, does not approve a proposed fine, it may not be imposed. The Committee shall be permitted to vote by secret ballot, if permissible by law. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Governing Documents which have been allegedly violated; and a short and plain statement of the matters asserted by the Community Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Community Association. The amount of such fine shall not exceed the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing. A fine, in the aggregate may not exceed \$5,000. The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

(B) Collection of fines. A fine shall be treated as a special charge due to the Community Association ten (10) days after written notice from the Community Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(C) Application. All monies received from fines shall become part of the Association's funds.

(D) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Community Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Community Association may otherwise be entitled to recover at law from such Owner.

(E) To the extent permitted by law, the Community Association may file a Claim of Lien and pursue foreclosure thereon should a fine so levied remain unpaid for more than ninety (90) days.

**10.5 Suspension of Use Rights.** To the extent lawful, the Board of Directors may suspend the right of any Owner, or his guests, tenants, family members or invitees, to use Common Areas if the Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association until the obligation is paid in full. Additionally, the Board of Directors may suspend, for a reasonable time, the right of any Owner, or his guests, tenants, family members or invitees, to use Common Areas following the failure of the Owner or the Owner's occupants, licensees, or invitees to abide by the terms of the Governing Documents. No such suspension shall prohibit the Owner's right of access to his Lot or Living Unit or to utility services provided to the Lot or Living Unit.

(A) A suspension of Common Area use rights for failure to abide by the terms of the Governing Documents may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions of Common Area use rights upon any Member because of the failure of the Member to pay any monetary obligation due to the Association.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot or Living Unit, including, but not limited to, the right to park.

**10.6 Suspension of Voting Rights.** The Board of Directors may suspend the right of any Member to vote if the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association until the obligation is paid in full.

**10.7 Stormwater Management System.** The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

## **11. NEIGHBORHOOD ASSOCIATIONS.**

**11.1 Maintenance of Neighborhood Common Areas.** The Community Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

**11.2 Priority of Neighborhood Covenants.** The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

## **12. INSURANCE: RECONSTRUCTION AFTER CASUALTY.**

**12.1 Duty to Insure, and to Reconstruct or Clean Up.** Each Owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the Architectural Review Committee. Unless changes are approved by the Architectural Review Committee, the Owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

**12.2 Failure to Comply.** If any Owner or Neighborhood Association fails to comply with Section 12.1 above within the time periods provided, the Community Association shall be deemed to have been granted the right by the Owner or Neighborhood Association as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Community Association exercises the rights afforded to it by this Section, the Owner or Neighborhood Association shall be deemed to have assigned to the Community Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Community Association shall have the right to recover from the Owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

**12.3 Flood Insurance.** The Community Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

**12.4 Property Insurance.** The Community Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

**12.5 Liability Insurance.** The Community Association shall maintain adequate public liability insurance coverage for all Common Areas.

**12.6 Bonding.** The Community Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Community Association funds.

**12.7 Community Association's Right of Entry.** For the purpose of performing the duties authorized by this Section, the Community Association, through its duly authorized agents and

employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.

**13. PRIVACY AND ACCESS CONTROL; NON-LIABILITY OF THE COMMUNITY ASSOCIATION.** The Community Association reserves the right to determine the level (if any) of privacy and access control services to be provided, or to engage or discontinue any such services. The Community Association shall not be liable if privacy and access control services are not provided.

**ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.**

**THE COMMUNITY ASSOCIATION IS NOT AN INSURER OR GUARANTOR OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.**

**THE COMMUNITY ASSOCIATION SHALL NOT BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY PRIVACY AND ACCESS CONTROL MEASURES UNDERTAKEN BY THE COMMUNITY ASSOCIATION. THE COMMUNITY ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY PRIVACY AND ACCESS CONTROL MEASURES UNDERTAKEN WITHIN THE COMMUNITY.**

**TO THE EXTENT PERMITTED BY LAW, THE COMMUNITY ASSOCIATION MAY MONITOR, RESTRICT OR LIMIT PEDESTRIAN AND VEHICULAR ACCESS INTO THE WESTMINSTER COMMUNITY.**

**14. RIGHTS OF MORTGAGEES.**

**14.1 Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

**14.2 Mortgage Foreclosure.** The obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Homeowners' Association Act, Chapter 720, Florida Statutes (2011), as amended from time to time. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

**14.3 Right to Inspect Documents and Books.** The Community Association shall make available to Institutional Mortgagees requesting the current Governing Documents and Rules and Regulations of the Community Association and financial statements of the Community Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

**14.4 Financial Statement.** Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Community Association for the immediately preceding fiscal year.

**14.5 Lender's Notices.** Upon written request to the Community Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of Assessments or charges owed by the Owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Community Association. An increase in coverage, or a change of insurer, does not require notice under this Paragraph. (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

## **15. DURATION OF COVENANTS; AMENDMENT.**

**15.1 Duration of Covenants.** The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Community Association, and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods; this Declaration, as it may be amended, being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

**15.2 Termination.** This Declaration may be terminated at any time after the initial period if not less than eighty percent (80 %) of the voting interests of all Members of the Community Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Community Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Community Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the

correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

**15.3 Amendments.** This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

**15.4 Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

**15.5 Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3rds) of the voting Members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

**15.6 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Community Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

**15.7 Proviso.** Regardless of any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, can be effective to change the Community Association's responsibilities for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

**15.8 Limitations.** No amendment to any of the Governing Documents shall be effective to change any Member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.4 or 9.5 above, unless all Members affected first consent in writing to said amendment.

## **16. WESTMINSTER GOLF CLUB.**

**16.1 Not Common Areas.** The Westminster Golf Club is not part of the Common Areas.

**16.2 Use Restriction.** Uses of the Westminster Golf Club shall be limited to the following: golf course, driving range with all customary maintenance and other support facilities; restaurant and lounge facilities within the Clubhouse.

**16.3 Maintenance.** The owner of the Westminster Golf Club shall maintain the golf course property including mowing grass and trimming any vegetation located thereon. If the owner of

the Westminster Golf Club leases it to a third party operator or contracts with a manager to operate and maintain it, the owner shall nevertheless have primary responsibility for its proper maintenance. In addition, the Community Association may require certain rear-yard areas which abut the Westminster Golf Club or waterbodies to be sodded or planted with appropriate ground cover to the high water level of the waterbody in conjunction with the development of the golf course and also require the owner of the Westminster Golf Club to maintain certain rear-yard areas, including mowing, trimming or otherwise caring for any vegetation located thereon.

**16.4 Rights of Residents.** Residents shall have the right to use the Westminster Golf Club in accordance with the fee schedule and rules and regulations as may be prescribed from time to time by its owner or operator.

## **17. GENERAL AND PROCEDURAL PROVISIONS.**

**17.1 Other Documents.** The Community Association and the Neighborhood Community Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

**17.2 Severability.** If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

**17.3 Merger or Consolidation of Community Associations.** Upon a merger or consolidation of the Community Association with another corporation as provided by law, the Community Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association, alternatively, remain the rights, obligations and property of the Community Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

**17.4 Dissolution.** If the Community Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in Section 9, and each Owner shall continue to be personally obligated to the successor or assigns of the Community Association for such assessment to the extent that such assessments are required to enable any such successors or assigns acquiring any real property previously owned by the Community Association to properly maintain, operate and preserve it.

**17.5 Gender; Number.** Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

### **17.6 Notices.**

(A) To the Community Association. Notices to the Community Association shall be in writing and delivered or mailed to the Community Association at its principal place of business

as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Community Association.

**(B)** To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

**17.7 Construction.** The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

**17.8 Captions, Headings and Titles.** Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

**17.9 Interpretation.** The Board of Directors of the Community Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Community Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

**17.10 Applicable Statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

**17.11 Rights Limited to Express Terms of Governing Documents.** Every Member of the Community Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective Member should make his decision to purchase within Westminster based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Community Association unless included in the Governing Documents.

Oral representations cannot be relied upon as correctly stating the representations of the Community Association. For correct representations, reference should be made to Governing Documents.

**18. CONFIRMATION OF PRIOR SUBMISSION AND RECORDING OF MASTER DECLARATION AND SUPPLEMENTAL DECLARATIONS.** The Community Association does hereby confirm the statement of Declaration of Covenants, Conditions, Restrictions and Easements for Westminster Community Association, Inc., as originally recorded in O.R. Book 2667 at Page 3249, Public Records of Lee County, Florida, as well as those certain Supplemental Declarations, including, but not limited to, the Supplemental Declaration for Eaton Court Villa Area at Westminster, recorded in O.R. Book 2667 at Page 3323; the Supplemental Declaration for Single Family Homesite Area #1 at Westminster, recorded in O.R. Book 2667 at Page 3328; the Supplemental Declaration for Single Family Area #1-B and 1-C, recorded in O.R.



Book 2700 at Page 2578; the Supplemental Declaration for Somerset at Westminster Condominium Tract E, recorded in O.R. Book 2778 at Page 3913; the Supplemental Declaration for Oxford Ridge Circle, recorded in O.R. Book 2848 at Page 2898; the Supplemental Declaration for Governors Run, recorded in O.R. Book 2848 at Page 0224; the Supplemental Declaration for Oxford Ridge Circle, recorded in O.R. Book 2939 at Page 0034, and the Supplemental Declaration for Single Family Homesite Area #3, recorded in O.R. Book 2848 at Page 2415. The Community Association reaffirms these Supplemental Declarations which set forth additional restrictions for particular Lots or Living Units within these neighborhoods. To the extent that the Supplemental Declarations contain restrictions with respect to the minimum square footage requirements, as well as further requirements with respect to garages, driveways, lakeshore landscaping and maintenance, as well as setting forth subdistrict special property and features, the provisions set forth and as reflected in these Supplemental Declarations shall continue to be applicable to and bind all parties having a right, title or interest in areas where these Supplemental Declarations apply.

ACTIVE: 3263706\_5

**Second Amended and Restated Bylaws  
Of  
Westminster Community Association, Inc.**

**SECOND AMENDED AND RESTATED  
BYLAWS  
OF  
WESTMINSTER  
COMMUNITY ASSOCIATION, INC.**

**TABLE OF CONTENTS**

<b>1.</b>	<b>GENERAL.</b>	<b>1</b>
1.1	Principal Office.	1
1.2	Definitions.	1
1.3	Seal.	1
<b>2.</b>	<b>MEMBERSHIP AND VOTING RIGHTS.</b>	<b>1</b>
2.1	Voting Rights; Voting Interests.	1
2.2	Method of Voting.	1
2.3	Membership Records.	1
2.4	Transfer of Membership.	2
2.5	Rights and Privileges of Members.	2
2.6	Delegation of Rights to use Common Areas.	2
2.7	Suspension of Common Area Use Rights.	3
<b>3.</b>	<b>MEMBERS' MEETINGS.</b>	<b>4</b>
3.1	Annual Meeting.	4
3.2	Special Members' Meetings.	4
3.3	Quorum.	4
3.4	Vote Required to Transact Business.	4
3.5	Notice of Meetings.	4
3.6	Adjourned Meetings.	4
3.7	Order of Business.	4
3.8	Minutes.	5
3.9	Parliamentary Rules.	5
3.10	Action by Members without a Meeting.	5
<b>4.</b>	<b>BOARD OF DIRECTORS.</b>	<b>5</b>
4.1	Powers.	5
4.2	Number; Qualifications.	6
4.3	Term of Office.	6
4.4	Nominations and Elections.	7
4.5	Vacancies on the Board.	8
4.6	Removal.	8
4.7	Organizational Meeting.	8
4.8	Regular Meetings.	8
4.9	Special Meetings.	8
4.10	Waiver of Notice by Directors.	8
4.11	Board Meetings; Notice to Members.	8
4.12	Quorum of Directors.	9

	4.13	Vote Required.....	9
	4.14	Presumption of Assent.....	9
	4.15	Adjourned Meetings.....	9
	4.16	The Presiding Officer.....	9
	4.17	Compensation of Directors and Officers.....	9
	4.18	Emergency Powers.....	9
	4.19	Committee Meetings.....	10
5.		<b>OFFICERS.....</b>	11
	5.1	Officers and Elections.....	11
	5.2	President.....	11
	5.3	Vice-Presidents.....	11
	5.4	Secretary.....	11
	5.5	Treasurer.....	11
6.		<b>ARCHITECTURAL REVIEW COMMITTEE.....</b>	12
	6.1	Members; Qualification.....	12
	6.2	Selection; Terms.....	12
	6.3	Compensation.....	12
	6.4	Meetings.....	12
	6.5	Procedures, Voting.....	12
7.		<b>FISCAL MATTERS.....</b>	12
	7.1	Depository.....	12
	7.2	Budget.....	13
	7.3	Reserves.....	13
	7.4	Fidelity Bonds.....	13
	7.5	Accounts and Accounting Procedures.....	13
	7.6	Financial Reporting.....	14
	7.7	Audits.....	14
	7.8	Application of Payments and Commingling of Funds.....	14
	7.9	Fiscal Year.....	14
	7.10	Payment of Assessments.....	14
	7.11	Special Assessments.....	15
	7.12	Proof of Payment.....	15
	7.13	Suspension.....	15
8.		<b>AMENDMENT OF BYLAWS.....</b>	15
	8.1	Proposal.....	15
	8.2	Vote Required.....	15
	8.3	Certificate; Recording.....	15
9.		<b>MISCELLANEOUS.....</b>	15
	9.1	Gender; Number.....	16
	9.2	Severability.....	16
	9.3	Conflict.....	16

**SECOND AMENDED AND RESTATED  
BYLAWS  
OF  
WESTMINSTER  
COMMUNITY ASSOCIATION, INC.**

**1. GENERAL.** These are the Bylaws of Westminster Community Association, Inc., (hereinafter the "Community Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

**1.1 Principal Office.** The principal office of this corporation shall be located at 2001 Oxford Ridge Circle, Lehigh Acres, Florida 33973, and subsequently at such other place as may be established by resolution of the Board of Directors.

**1.2 Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Westminster (the "Declaration of Covenants") to which these Bylaws are attached as an exhibit, shall be used with the same meanings as defined therein.

**1.3 Seal.** The seal of the Community Association shall be inscribed with the name of the Community Association, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**2. MEMBERSHIP AND VOTING RIGHTS.** Membership shall be as more fully set forth in Section 4.1 of the Declaration of Covenants.

**2.1 Voting Rights; Voting Interests.** Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Members are entitled to vote. The total number of voting interests of the Community Association shall be equal to the number of Living Units and vacant Lots, if any, which exist in the Community.

**2.2 Method of Voting.** All votes of the Members pertaining to the Community Association, including the election of Directors, shall be cast by the individual Members who shall have one (1) indivisible vote in all matters which Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law.

**2.3 Membership Records.** Records shall be maintained by the Community Association showing the names of the Members, their addresses, the number of Lots or Living Units owned by each Member and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership, which may be wallet-size. The certificate of membership may set forth the number of Lots or Living Units owned by the Member and such other information as determined by the Board. Admission to any Common Area, facility, meeting or affair of the Community Association may be conditioned upon production of a current certificate of membership by the Member.

**2.4 Transfer of Membership.** Except as provided in Section 2.6 below, no Member may transfer his Community Association membership, except as an appurtenance to his Lot or Living Unit. The Community Association shall be entitled to charge an administrative transfer fee equal to the greater of \$100.00 or the maximum amount permitted by law for each transfer. When a Member ceases to be an Owner, his membership shall cease. The termination of membership in the Community Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Community Association during the period of his membership, nor does it impair any rights or remedies which the Community Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto. Interim membership is not transferrable.

**2.5 Rights and Privileges of Members.**

(A) Every Member shall have the right to:

- (1) Vote at the meetings of the Members in person or by proxy;
- (2) Serve on the Board if elected;
- (3) Serve on committees if appointed by the Board; and
- (4) Attend membership meetings.

Each Member is encouraged to take an active interest in Community Association affairs.

(B) Every Member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with their membership, subject to the rules of the Community Association and the right of the Community Association to charge admission and other fees for the use of any facilities.

(C) A Member is in good standing if he is current in the payment of all Assessments and other financial obligations to the Community Association, and his membership is not suspended.

**2.6 Delegation of Rights to use Common Areas.**

(A) In accordance with Section 4.3 of the Declaration of Covenants, a Member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the Member;
- (2) The brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of a Member or the Member's spouse, if any, whether a guest of the Member or an occupant of the Members' Living Unit pursuant to Section 5.10(B)(3) of the Declaration of Covenants; or
- (3) Residential tenants who reside in the Member's Living Unit.

(B) In the case of residential tenants of the Member's Living Unit, the delegating member must give prior written notice to the Community Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A Member who has delegated his use privileges and is not in residence in Westminster may not use Common Areas during the period of the delegation, except as a guest of another Member.

(D) Members shall be responsible for keeping the Community Association informed as to the identity and relationship of any persons who normally reside with the Member and intend to utilize the Community Association Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to Members for their use.

(F) The delegation of membership is subject to the one (1) family limitation described in the Declaration of Covenants.

**2.7 Suspension of Common Area Use Rights.** As further provided in Section 10 of the Declaration, the Board may suspend a Member's Common Area use rights:

(A) For the period of time during which any monetary obligation owed the Association by the Member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Community Association's Governing Documents by a Member or by any person to whom he has expressly or impliedly delegated his use privileges, including but not limited to the Owner's occupants, licensees, or invitees.

(C) Common Area use rights for violation of the Governing Documents shall not be suspended until the Member has been sent fourteen (14) day prior notice of the intended suspension and been offered a reasonable opportunity to be heard. No hearing shall be necessary prior to suspension of Common Area use rights for failure to pay a monetary obligation owed the Association by the Member. Suspension of any Member's Common Area use rights temporarily revokes the Member's rights and privileges to use and enjoy Common Areas and facilities. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Community Association to assess and collect any future assessment and lien, nor shall it impair the Member's right of access to, and use of, his own property in a manner consistent with the Governing Documents. The right of the Member to vote may not be suspended, except

where the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association.

### **3. MEMBERS' MEETINGS.**

**3.1 Annual Meeting.** The annual meeting shall be held in either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

**3.2 Special Members' Meetings.** Special Members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by Members entitled to cast at least ten percent (10%) of the total voting interests. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

**3.3 Quorum.** A quorum shall be attained at a Members' meeting by the presence in person or by proxy of at least thirty percent (30%) of the total voting interests.

**3.4 Vote Required to Transact Business.** The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

**3.5 Notice of Meetings.** Written notice of meetings shall be mailed or hand-delivered to the address last provided to the Association by the Members. The notices must be mailed or delivered by the Community Association not less than fourteen (14) days prior to the date of the meeting.

**3.6 Adjourned Meetings.** Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes (2011) as amended from time to time. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 607.0707, Florida Statutes (2011), as amended from time to time, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

**3.7 Order of Business.** The order of business at Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.



- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.8 Minutes.** Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

**3.9 Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of the Community Association meetings when not in conflict with the law, with the Declaration of Covenants, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**3.10 Action by Members without a Meeting.** Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of Members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Community Association shall be by a Board of Directors. All powers and duties granted to the Community Association by law, as modified and explained in the Declaration of Covenants, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the Members only when such is expressly required.

**4.1 Powers.** The Board shall have the authority to:

- (A) Manage and control the affairs of the Community Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Community Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Community Association in any capacity whatsoever.

(C) Establish, levy, assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution(s) as depository for Community Association funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Community Association purposes, and assign, pledge, mortgage or encumber any Community or Community Association Common Areas or future revenues of the Community Association as security therefor;

(F) Adopt, amend or revoke Rules and Regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Community Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Community Association property;

(G) Cause the Community Association to employ sufficient personnel to adequately perform the responsibilities of the Community Association;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

(I) Make improvements to the Common Areas.

(J) Establish committees of the Community Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons or entity relating to the orderly transfer of property from said persons or entity to the Community Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Community Association.

**4.2 Number; Qualifications.** The Board of Directors shall consist of seven (7) Directors elected by the Members. Each Director elected must be a Member, or the spouse of a Member.

**4.3 Term of Office.** Each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is

to be elected. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly notice Board of Directors' meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Community Association.

#### **4.4 Nominations and Elections.**

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association. Candidates may also be nominated in any other way permitted by law.

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at their own expense. Any written materials distributed to the Members by the Community Association regarding an election shall be non-partisan, and Community Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Community Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Community Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Community Association with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each Member may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Members directly with the Community Association, which shall count the ballots at a Community Association Annual Meeting which is properly noticed and open to all Members. Any ballots received after the first vote is counted at the Community Association Annual Meeting shall be invalid.

(D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall

open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any Member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

**4.5 Vacancies on the Board.** If the office of any Director or Directors becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting by the same method as is provided for in Sections 4.2 through 4.4 above.

**4.6 Removal.** Any Director may be removed from the Board with or without cause by vote of a majority of the voting interests. Directors may also be removed as provided in Section 4.8 below.

**4.7 Organizational Meeting.** An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

**4.8 Regular Meetings.** Regular meetings of the Board shall be held at such date, time and place, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Community Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

**4.9 Special Meetings.** Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, e-mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

**4.10 Waiver of Notice by Directors.** Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

**4.11 Board Meetings; Notice to Members.** A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Community Association business. All meetings of the

Board shall be open to all Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Community Association Common Areas at least seventy-two (72) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any Owner may tape-record or videotape meetings of the Board and meetings of the Members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

**4.12 Quorum of Directors.** A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

**4.13 Vote Required.** Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

**4.14 Presumption of Assent.** A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting. The vote of each Director on each matter considered, including abstention, must be recorded in the minutes of the meeting.

**4.15 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

**4.16 The Presiding Officer.** The President of the Community Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

**4.17 Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Community Association. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**4.18 Emergency Powers.** In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Community Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (2011), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are

assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association; and shall have the rebuttable presumption of being reasonable and necessary.

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

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Neighborhood, or the immediate geographic area in which the Neighborhood is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Neighborhood, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

**4.19 Committee Meetings.** The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any Member thereof, or elected by the Members, to which the Board has delegated its decision-making powers. The meetings of any committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member of the Community Association, must be conducted with the same formalities as required for meetings of the Board.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Community Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Community Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Community Association. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties and responsibilities.

**5.2 President.** The President shall be the chief executive officer of the Community Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Community Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Community Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Community Association.

**5.3 Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

**5.4 Secretary.** The Secretary shall attend the meetings of the Board and meetings of the Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Community Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

**5.5 Treasurer.** The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Community Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Community Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Community Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Community Association. He shall disburse the funds of the Community Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Community Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

**6. ARCHITECTURAL REVIEW COMMITTEE.** The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this Section.

**6.1 Members; Qualification.** The Architectural Review Committee, hereinafter the "ARC," shall be composed of five (5) regular members and two (2) alternate members. No member of the ARC shall be a Director. Whenever possible and practical, one of the committee members shall be an architect, general contractor, or other persons with professional expertise in building, landscaping, or architectural design.

**6.2 Selection; Terms.** The regular and alternate members of the ARC shall be appointed by the Board of the Community Association to serve terms of one year beginning on January 1 of each year. If a regular member mid-term vacancy occurs for any reason, the Board shall appoint as a successor an alternate member to fill the unexpired term. If an alternate member mid-term vacancy occurs for any reason, the Board may appoint a successor to fill the unexpired alternate member term. Members of the ARC, once appointed, may be removed only by vote of a majority of the Board.

**6.3 Compensation.** If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

**6.4 Meetings.** The ARC shall meet at least once during each quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman.

**6.5 Procedures, Voting.** A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the regular members present. If a regular member is absent from an ARC meeting, an alternate member will serve as a regular member for that meeting. Alternate members shall have voice but no vote at all ARC meetings at which they are not serving as a regular member. The alternate members shall serve on a rotating basis unless more than one regular member of the ARC is absent. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any Owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

**7. FISCAL MATTERS.** The provisions for assessments and fiscal management of the Community Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:

**7.1 Depository.** The Community Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from



time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Community Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

**7.2 Budget.** The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Community Association, or another person. The Community Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

**7.3 Reserves.** The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

**7.4 Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Community Association handling or responsible for Community Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Community Association.

**7.5 Accounts and Accounting Procedures.** The financial and accounting records of the Community Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each Member, designating the name and current address of each member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Community Association.
- (D) Any other records that identify, measure, record or communicate financial information.

**7.6 Financial Reporting.** The Community Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Community Association shall, within ten (10) business days after the report is prepared, provide each Member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

(1) The amount of receipts and expenditures by classification; and

(2) The beginning and ending cash balances of the Community Association.

**7.7 Audits.** A formal certified audit of the accounts of the Community Association, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each member.

**7.8 Application of Payments and Commingling of Funds.** All monies collected by the Community Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Community Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

**7.9 Fiscal Year.** The fiscal year for the Community Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

**7.10 Payment of Assessments.** The Association shall make annual assessments based on the adopted budgets which shall be payable annually (due on January 1 of each year or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 7.10 and 7.11 are assessments levied by the Association and shall not be confused with assessments which are levied by any local government (county or municipality). Written notice of the annual assessment shall be sent to all Owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

**7.11 Special Assessments.** Special assessments may be imposed by the Community Association's Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Covenants or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law. The total of all special assessments payable by the Members generally shall not exceed \$500 per Lot or Living Unit in any fiscal year unless approved in advance by a majority of the voting interests.

**7.12 Proof of Payment.** Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Community Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

**7.13 Suspension.** The Community Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any Owner, or to any persons claiming under an Owner, unless and until all assessments and charges to which said Owner and his Lot or Living Unit is subject have been paid in full.

**8. AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

**8.1 Proposal.** Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Community Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

**8.2 Vote Required.** Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special Members' meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

**8.3 Certificate; Recording.** A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Community Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration of Covenants was originally recorded.

**9. MISCELLANEOUS.**

**9.1 Gender; Number.** Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**9.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**9.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or the Articles of Incorporation of the Community Association, the provisions of the Declaration of Covenants or Articles of Incorporation shall prevail over the provisions of these Bylaws.

ACTIVE: 3264736\_5