

# **PALMETTO PINES HOMEOWNERS ASSOCIATION**

## **DECLARATION OF RESTRICTIONS BYLAWS**

Dear Homeowner:

On July 31, 2019, the Board of Directors approved the Fourth Amended and Restated Bylaws of Palmetto Pines Homeowners Association. The Amended and Restated Bylaws are recorded in Official Record Book 30799, Page 1874-1891 of the Public Records of Palm Beach County, Florida.

In order to keep all homeowners informed of the existing Deed Restrictions and Bylaws, the Board has authorized the distribution of this booklet to all homeowners. This booklet includes the documents governing the Palmetto Pines Homeowners Association including the Declaration of Restrictions and the Fourth Amended and Restated Bylaws.

We have also enclosed a Transfer Sheet on the back cover for your use if you should sell your home. Please send the completed Transfer Sheet to the Management office so we may properly update our records.

If you have any questions, please feel free to contact the Management Company.

Thank you,

## **DECLARATION OF RESTRICTIONS**

### **FOR**

### **HOVSONS OF FLORIDA, INC.**

HOVSONS OF FLORIDA, INC., a Florida corporation, the owner of all of the land located in Palm Beach County, Florida, and as shown on Exhibit Sheet A attached hereto and made of part hereof, which land is to be platted into several subdivisions, each to be called "Holiday City at Boca Raton", with a different numerical designation for each subdivision, does hereby make, declare and impose upon all lots located in said subdivisions, the following restrictions and covenants:

#### **1. DEFINITION OF TERMS:**

- A. "Association" means HOLIDAY CITY AT BOCA RATON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, its successors or assigns, of any or all of its rights under this Declaration of Restrictions.
- B. "Subdivider" means HOVSONS OF FLORIDA, INC., a Florida corporation, its successors or assigns, of any or all of its rights under this Declaration of Restrictions.
- C. "Owner" or "Owners" means the owner or owners of all lots in these subdivisions, their heirs, successors, legal representatives, or assigns.
- D. "Subdivision" refers to the various HOLIDAY CITY AT BOCA RATON subdivisions as they are recorded in the Public Records of Palm Beach County, Florida.

#### **2. NOTICE TO SUBDIVIDER.**

Notice to the "Subdivider" or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to the Subdivider at its principal place of business, which is presently Palmetto Park Road, Route 441, Boca Raton, Florida 33428

#### **3. NOTICE TO OWNER.**

Notice to any "Owner" of a violation of any of these restrictions shall be in writing and shall be delivered or mailed to the Owner at the address shown on the Tax Rolls of Palm Beach County, Florida, or if not shown thereon, to the address of the Owner, shown on the Deed as recorded in Public Records of Palm Beach County, Florida.

**4. UTILITY EASEMENTS.**

There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incident to the development of the property those easements shown upon the recorded Plat of this Subdivision, and there is also hereby reserved easements and rights of way for constructing anchor guys for electric and telephone poles, as shown on the recorded Plat of this subdivision.

**5. NO SUBDIVISION.**

None of the lots in this Subdivision shall be divided nor sold except as a whole, without the written approval of the Subdivider. In no event shall any lot have a frontage of less than 70 feet at the building setback line.

**6. NON-LIABILITY OF SUBDIVIDER.**

The Subdivider herein shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

**7. REMEDIES FOR VIOLATIONS.**

Violations of any breach of any restrictions or covenant herein contained by any Owner, shall give the Subdivider in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said restrictions or covenants, and to prevent the violations or breach of any of them. In addition to the foregoing, the Subdivider shall have the right, whenever there shall have been built any structure which is in violation of these restrictions, to enter upon the property where such violations of these restrictions exist, and summarily abate removal of the violation, and such shall not be deemed a trespass. Any delay by the Subdivider in enforcing any of the restrictions or covenants herein contained, no matter how long continued, shall not constitute a waiver of any of the restrictions or covenants herein contained, nor a waiver of its right to enforce them.

**8. RESTRICTIONS ARE COVENANTS RUNNING WITH THE LAND.**

The restrictions and covenants contained herein shall run with the land and shall inure to benefit of and be enforceable by the Subdivider.

**9. INVALIDATION CLAUSE.**

Invalidation of any of these covenants or restrictions by a court of competent jurisdiction shall not affect any of the other covenants or restrictions herein set forth, which shall remain in full force and effect.

**10. USE RESTRICTION.**

Lots may only be used for single-family residences. No business buildings may be erected on any lot and no business may be conducted on any part thereof, nor shall any building on any portion thereof be used or maintained as a professional office.

**11. SIGNS.**

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except that no sign of any kind may be placed in a vacant lot before January, 1 1972.

**12. PLANS, SPECIFICATIONS AND LOCATIONS OF BUILDINGS.**

No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbeque pits shall be erected or altered until the plans and specifications, location and plot plan therefore, in detail and to scale, shall have been submitted to and approved by the Subdivider in writing before any construction has begun. Roofs of all residences shall have a minimum pitch of 2-1/2:12 feet and shall be of flat or barrel tile, slate or copper or a stepped Bermuda type, as defined by common usage in Palm Beach County, or poured lightweight aggregate concrete material, except that a flat roof may be used over porches, Florida rooms, or walkways, but in no event shall the flat roof area comprise over 40% of the total roof area. In the event that some new attractive material for roofing surfaces is discovered or invented, the Subdivider may, in its discretion, approve the use of such new material.

Telephone connections from the residences to the main cables supplied by the Telephone Company must be installed underground, at the Owner's expense. Each Owner is responsible for complying with all of the covenants contained herein and shall notify any and all persons and lessees who may be using the Owner's premises of these restrictions and covenants. Refusal of approval of

plans and specifications, location and plot plan, by the Subdivider, may be based on any ground, including purely asthetic grounds, in the sole and absolute discretion of the Subdivider for a maximum period of three (3) years. The minimum floor area of each single family dwelling shall be the square footage as set forth in the Palm Beach County Zoning Code. The method of determining floor area shall be as stated in Paragraph 14. The Subdivider may appoint an architectural control committee composed of three (3) members. The majority of this committee may designate a member to act for it. In the event of death or resignation of any member of the committee, the Subdivider shall have the full authority to designate a successor. Neither the members of the committee nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after January 1, 1985, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or restore it to any of its powers and duties. This committee shall act for the Subdivider for approval of plans, specifications and location of buildings.

### **13. SETBACK REQUIREMENTS.**

All residences shall have minimum set back requirements as set forth in the Palm Beach County Zoning Code. Variations of set back lines for corner lots and odd-shaped lots may be authorized by the Subdivider at the time when plans for the building are approved all of which shall be in keeping with the Palm Beach County Zoning Code.

### **14. SIZE OF BUILDING.**

Any building constructed as a single family dwelling must contain the minimum square footage as set forth in the Palm Beach County Zoning Code. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

### **15. GARAGES.**

No garage shall be erected which is separate from the main building, and no unenclosed storage area shall be erected.

**16. NO TEMPORARY BUILDING.**

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Subdivider.

**17. CLOTHES DRYING AREA.**

No outdoor clothes drying area shall be allowed except in the rear yard, and shall be screened from view. Any clothes lines utilized should be of the removable umbrella type only.

**18. GARBAGE CONTAINERS.**

All garbage or trash containers, oil tanks and bottled gas tanks must be underground or placed in walled-in areas or screened so that they shall not be visible from the adjoining properties, except on those days scheduled for pick up by the Sanitation Department.

**19. FENCES.**

Only wire woven fences may be placed from the rear of the main residential wall to the rear area of the property and are not to be over five (5) feet in height. Any questions as to height shall be determined by the Subdivider.

**20. LAWNS AND LANDSCAPING.**

All lawns in the front of the property shall extend to the pavement line of the street. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. The owner shall be responsible for the caring and maintenance of the grass swale area from the sidewalk to the edge of the street.

**21. MAINTENANCE OF PREMISES.**

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Subdivider may enter upon said lands and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

## **22. NUISANCES.**

Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No cattle, horses, swine, goats, poultry or fowl shall be kept. In the event of any question as to what may be or may become a nuisance, such question shall be decided by the Subdivider and its decision shall be final.

## **23. TRUCKS, BOATS AND TRAILERS.**

No trucks, campers, boats, trailers or mobile passenger trailers shall be permitted to be parked for a period of more than four hours on or near any lot unless the same is present and necessary in the actual construction or repair of buildings on the property or for deliveries to the property. No trucks, campers, boats, trailers or mobile passenger trailers shall be parked overnight on or near the property unless located within the confines of the garage, with the garage door closed.

## **24. WATER WELLS.**

No Owner shall be permitted to install or use any ground water wells, unless used for the express and sole purpose of filling and refilling any swimming pool located within the subdivision.

## **25. WATERWAYS AND CANALS.**

The Association has been formed primarily for the purpose of being responsible for the maintenance and upkeep of the waterways and canals located in the Subdivision which are hereby dedicated in perpetuity to the Association to insure they will continue to enhance the appearance of the Subdivision and to serve a functional purpose, for the draining of the lands and roads within the Subdivision and for the operation of the control structure. In addition, neither the configuration nor the storage volume of said waterways and canals can be altered or changed in any manner. Each Owner shall be liable for and shall promptly pay to the Association initial dues in the amount of Two Dollars (\$2.00) per month per lot owned. If any owner fails to make payment within thirty (30) days of being notified, a lien on the Owner's land shall arise which lien shall be enforceable in the manner provided by the laws of Florida and all court costs and attorney's fees incurred in the collection of such liens shall be paid by the Owner. If the costs involved in carrying out the provisions of this Paragraph exceed the amount stated above, then each Owner shall be responsible for his pro-rata share to be divided equally among each lot owner.

The members of the Association hereby acknowledge that even though the Waterways and Canals located within the Subdivision which have been dedicated to the Association, are private, they hereby grant to Palm Beach County the right to drain any excess storm drainage into said Canals and Waterways.

*\*Recorded in Official Records Book 2242, Page 725, of the Public Records of Palm Beach County, Florida.*

EXHIBIT "A"

PARCEL NO. 1

All of Tracts 27, 29, 30, 31, 32 and portions of Tracts 25 and 26, Florida Fruit Lands Company's Subdivision No. 2, according to the Plat thereof, as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, more fully described as follows:

Beginning at the Northwest corner of Section 25, Township 47 South, Range 41 East, Palm Beach County, Florida; thence on a true bearing of North 87°25'54" East along the North line of said Section 25, a distance of 1309.00 feet; thence South 0°49'46" East a distance of 2367.81 feet; thence North 88°45'19" West, a distance of 1305.43 feet to a point on the West line of said Section 25; thence North 0°55'32" West, along said West line of Section 25 a distance of 2280.84 feet to the Point of Beginning. Above described land containing 59.748 acres, more or less, and being subject to easements and reservations of record.

PARCEL NO. 2

A portion of the North 1/2 of the East 1/4 of Section 26, Township 47 South, Range 41 East, Palm Beach County, Florida, more fully described as follows: Beginning at the Northeast corner of said Section 26; thence on a true bearing of South 0°55'32" East along the East line of said Section 26, a distance of 2280.84 feet; thence North 88°45'19" West, a distance of 1321.29 feet to a point on the West line of said North 1/2 of the East 1/4 of Section 26, thence North 0°53'37" West along said West line, a distance of 2243.66 feet to a point on the North line of said Section 26; thence South 89°37'58" East along said North line, a distance of 1319.15 feet to the Point of Beginning. Above described land containing 68.532 acres, more or less, and being subject to a road and canal easement along the West 70 feet thereof.

PARCEL NO. 3

All of Tracts 17, 18, 19, 20, 21, 23 and a portion of Tracts 1, 2, 14, 15, 16 and 24, Florida Fruit Lands Company's Subdivision of No. 2, according to the Plat thereof, as recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida, more fully described as follows:

Commencing at the Northeast corner of Section 25, Township 47 South, Range 41 East, Palm Beach County, Florida; thence on a true bearing of South 89°25'54" West along the North line of said Section 25, a distance of 64.01 feet to a point on the West right of way line of State Road No. 7, as now constructed and in use and the Point of Beginning; thence South 0°33'18" East, along said West right of way line, a distance of 653.82 feet; thence South 89°59'55" West, a distance of 1125.84 feet; thence North 25°00'00" West, a distance of 73.49 feet; thence North 65°00'00" East, a distance of 100.00 feet; thence North 25°00'00" West, a distance of 100.00 feet; thence South 65°00'00" West, a distance of 100.00 feet; thence North 25°00'00" West, a distance of 85.20 feet; thence South 87°25'54" West, a distance of 33.99 feet; thence South 65°00'00" West, a distance of 1400.51 feet; thence South 0°43'59" East, a distance of 1556.02 feet; thence North 88°45'19" West, a distance of 1305.12 feet; thence North 0°45'45" West, a distance of 2367.81 feet to a point on said North line of Section 25; thence North 87°25'54" East along said North line, a distance of 3855.14 feet to a Point of Beginning. Above described land containing 93.151 acres, more or less, and being subject to easements and reservations of record, as shown on Plat prepared by T. D. Bickham, Land Surveyor, of March 4, 1968.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

Tract 28 - of Section 25, Township 47 South, Range 41 East, Palm Beach County, Florida, according to the map of Florida Fruit Lands Company's Subdivision No. 2, recorded in the Office of the Clerk of the Circuit Court in, and for Palm Beach County, Florida, in Plat Book 1 at Page 102.

Tract 22 - Section 25, Township 47 South, Range 41 East, Florida Fruit Lands Company's Subdivision No. 2, Palm Beach County, Florida, consisting of ten acres more or less, according to the Plat thereof, on file in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida.

East half of Tract No. 16 of Section 25 of Township 47 South, Range 41 East, according to the Florida Fruit Land Company's Subdivision Map Number 2, filed in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, on February 27, 1911 in Plat Book 1 at Page 102, to which plat and record thereof reference is made for all purposes, containing 5 acres more or less.

A portion of Tracts 24 and 25 and all of Tracts 33, 34 and 48, Florida Fruit Lands Company's Subdivision No. 2, according to the Plat thereof, recorded in Plat Book 1 at Page 102 of the Public Records of Palm Beach County, Florida; AND ALSO a portion of the East 1/4 of Section 26, Township 47 South, Range 41 East, all being more particularly described as follows:  
Commencing at the Northwest corner of Section 25, Township 47 South, Range 41 East; thence on an assumed bearing of South 0°55'32" East along the West line of said Section 25, a distance of 2280.84 feet to the Point of Beginning; thence South 88°45'19" East, a distance of 2610.55 feet; thence South 0°43'59" East a distance of 921.35 feet; thence South 88°58'33" West, a distance of 1302.79 feet; thence North 0°49'46" West a distance of 334.08 feet; thence South 88°49'15" West, a distance of 1363.37 feet; thence South 0°55'32" East a distance of 330.55 feet; thence South 89°35'57" West, a distance of 1320.88 feet to a point on the West line of aforesaid East 1/4 of Section 26; thence North 0°53'37" West along said West line of the East 1/4 of Section 26, a distance of 1062.63 feet; thence South 88°45'19" East, a distance of 1321.29 feet to the Point of Beginning.

The above described land situate, lying and being in Palm Beach County, Florida, and containing 79.938 acres more or less, and being subject to a road and canal easement along the West 70 feet thereof and any easements and reservations of record; AND ALSO being subject to the following described access easement:

Beginning at the Southwest corner of the above described property; thence North 0°53'37" West, along the aforesaid West line of the East 1/4 of Section 26, a distance of 9.00 feet; thence North 75°17'29" East, a distance of 117.39 feet; thence South 0°53'37" East, a distance of 38.00 feet; thence South 89°35'57" West, a distance of 114.00 feet to the Point of Beginning;

A /K/A HOLIDAY CITY AT BOCA RATON.

RECORDER'S MEMO: Legibility  
of Writing, Typing or Printing  
unsatisfactory in this document  
when received.

Recorded in G & H Book &  
Record verified  
Palm Beach County, Fla.,  
John B. Donkle  
Clerk Circuit Court



Prepared by and Return to:  
Tamar Duffner Shendell, Esq.  
635 SE 10 Street, Suite 635A  
Deerfield Beach, FL 33441

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PALMETTO PINES  
HOMEOWNERS' ASSOCIATION, INC.**

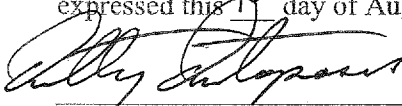
WHEREAS, the Original Bylaws for Palmetto Pines Homeowners' Association f/k/a Holiday City at Boca Raton Home Owners Association, Inc., were not recorded; and

WHEREAS, the Bylaws were amended and restated by documents recorded in Official Records Book 9417, Page 63 and Official Records Book 11945, Page 1728, Official Records Book 23121, Page 1372, all of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Palmetto Pines Homeowners Association, Inc. held on July 31, 2019, the aforementioned Bylaws were amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the Fourth Amended and Restated Bylaws of Palmetto Pines Homeowners Association, Inc. attached hereto are the amended and restated Bylaws approved by the Board of Directors.

IN WITNESS WHEREOF, PALMETTO PINES HOMEOWNERS ASSOCIATION, INC. caused this Certificate of Amendment to be executed in accordance with the authority hereinafter expressed this 18<sup>th</sup> day of August, 2019.



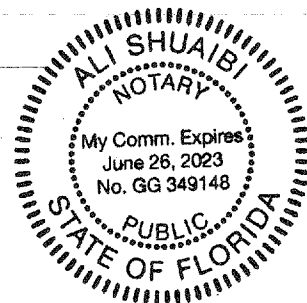
Print Name: ANTHONY ANTAPASIS

PALMETTO PINES HOMEOWNERS'  
ASSOCIATION, INC.



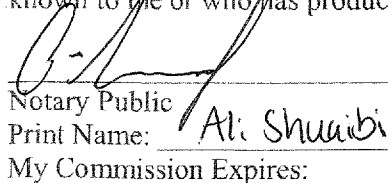
Print Name: WILLIAM B. REDMAN

Eva Redmond, V.P.  
By: Eva Redmond, Vice President



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2019 by Eva Redmond, Vice President of Palmetto Pines Homeowners' Association, Inc. who are personally known to me or who has produced FL DL as identification.



Notary Public  
Print Name: Ali Shuaibi  
My Commission Expires:

2355-202-44-967-0  
12-27-2024

FOURTH AMENDED AND RESTATED  
**BYLAWS OF PALMETTO PINES HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE 1**  
**DEFINITIONS**

When used in these Bylaws, the terms shall be defined as set forth herein unless expressly provided otherwise.

1. **Architectural Review Board** or **ARB** shall mean and refer to the committee of the Association which administers and performs the architectural review and control functions related to Palmetto Pines Homeowners Association.

2. **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State and any amendments thereto.

3. **Assessment** shall mean and refer to those charges made by the Association from time to time against the Lots for the purposes and subject to the terms set forth herein.

4. **Association** shall mean and refer to the Palmetto Pines Homeowners Association, Inc. which was formerly known as Holiday City at Boca Raton Homeowners Association, Inc.

5. **Board of Directors** or **Board** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

6. **Common Expenses** shall mean and refer to all costs and expenses of the Association and Common Properties.

7. **Common Property/Properties** shall mean and refer to all real property interests, personalty including any improvements, amenities, easements, fixtures, facilities thereon owned, leased, controlled or operated by the Association.

8. **Declaration** shall mean and refer to Declaration of Restrictions for Hovsons of Florida, Inc. recorded in the Public Records of Palm Beach County, Florida.

9. **Fiscal Year** shall mean and refer to the calendar year.

10. **Lot** shall mean and refer to any parcel of land within Palmetto Pines as shown on the plats or any replats or ancillary plats together with improvements thereon.

11. **Member** shall mean and refer to any member of the Association which shall include the Owner of a Lot.

12. **Sub-Divider** in these Bylaws, the Declaration of Restrictions for Hovsons of Florida, Inc., the Rules and Regulations for the Palmetto Pines community and other governing documents, shall mean and refer to “Palmetto Pines Homeowner’s Association, Inc.”

## **ARTICLE 2**

### **LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be in Palm Beach County or Broward County, State of Florida. The Association may also have offices at such other places within or without this state as Board may from time to time determine or the business of the Association may require.

## **ARTICLE 3**

### **PURPOSES**

The Association does not contemplate pecuniary gain or profit direct or indirect to its members. The purposes for which it is formed are:

Generally, without limitation, to promote the health, safety and welfare of the residents within the various sections which have been platted as “Holiday City at Boca Raton” Subdivisions, and without limiting the foregoing, to pursue the following:

1. Own, acquire, operate and maintain street lights, recreation parks, waterways, canals and the banks of the canals, including buildings, structures, water elevation control structures, and personal properties incident thereto which are all part of the Common Properties and facilities of the Association;
2. Maintain lands, trees and other landscaping on the Common Properties;
3. Fix assessments (and/or charges) to be levied against the Lots;
4. Enforce the governing documents of the Association, including any and all covenants, restrictions and agreements applicable to the properties within Palmetto Pines;
5. Pay taxes, if any, on the Common Properties and facilities;
6. Insofar as permitted by law to do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents of the Common Properties.

**ARTICLE 4**  
**MEMBERSHIP IN ASSOCIATION**

1. QUALIFICATIONS FOR MEMBERSHIP.

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

When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot.

In the event that any trust owns a Lot, Association shall have no obligation to review the trust and the trustee shall be deemed the Owner of the Lot.

In the event that a corporation owns a Lot, an officer of the corporation shall designate by voting certificate an officer or employee of the corporation who can exercise the voting rights of that Lot.

In the event that a limited liability company owns a Lot, the managing member of the limited liability company shall designate by voting certificate a member or employee of the limited liability company who can exercise the voting rights of that Lot.

In the event that a partnership owns a Lot, the general partner of the partnership shall designate by voting certificate a partner or employee of the limited liability company who can exercise the voting rights of that Lot.

2. MEMBERSHIP MEETINGS.

The annual membership meeting of the Association shall be held on a date chosen by the Board of Directors. The date shall be no sooner than eleven (11) months since the last scheduled annual meeting and no later than thirteen (13) months since the last scheduled meeting. The secretary shall cause to be mailed or sent electronically to every member at his/her address as it appears on the membership roll book of the corporation a notice stating the time and place of the annual meeting.

Regular meetings of the corporation shall be held in accordance with the Bylaws and Articles of Incorporation of Palmetto Pines Homeowner's Association, Inc. The presence at any membership meeting of owners of not less than thirty percent (30%) of the total voting interests shall constitute a quorum and shall be necessary to conduct the business of the corporation.

A membership roll showing the list of members as of the record date, certified by the secretary of the Association, shall be produced at any meeting of members upon the request therefor of any member who has given written notice to the Association that such request will be made at least ten days prior to such meeting. All persons appearing on such membership roll shall be entitled to vote at the meeting except that there shall be allowed only one vote per Lot.

The Board of Directors may suspend the voting rights of any member in the event that such member is more than ninety (90) days delinquent in the payment of any assessment, fee, fine or other monetary obligation due to the Association.

### 3. SPECIAL MEETINGS.

Special meetings of the Members may be called by a majority of the Board. The secretary shall cause a notice of such meeting to be mailed to all members at that addresses as they appear in the membership roll book at least ten days but not more than fifty days before the scheduled date of such meeting. Such notice shall state the date, time, place and purpose of the meeting.

No other business but that specified in the notice may be transacted at such special meeting without the consent of a majority of those members present at such meeting.

### 4. FIXING RECORD DATE.

For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting or for the purpose of determining the members entitled to receive any distribution or any allotment of any rights, or for the purpose of any other action, the date the Owner acquired title to the Lot as determined by a deed recorded in the public records of Palm Beach County shall be determinative.

### 5. ACTION BY MEMBERS WITHOUT A MEETING.

Whenever members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all the members entitled to vote thereon.

### 6. PROXIES.

Every member entitled to vote at meeting of members or to express consent or dissent without a meeting may authorize another person or persons to act for him/her by proxy.

Every proxy must be signed by the member or the person authorized to execute such proxy. No proxy shall be valid in excess of 90 days from the date of meeting for

which it was presented. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provide by law. If there is more than one owner of a Lot, any owner may sign the proxy and it shall be valid unless objected to by another of the owners of that Lot prior the meeting. Under such circumstances, the proxy shall not be valid and the owners of that Lot will forfeit their right to vote unless they agree on how to cast the vote of their Lot.

7. ORDER OF BUSINESS.

The order of business at all members' meetings shall be as follows unless otherwise altered in the discretion of the president or other chairperson appointed by the president to chair the meeting.

1. Call to order.
2. Certification of Quorum
3. Approval of minutes of previous meeting
4. Nominations for memberships to Board of Directors (if applicable)
5. Vote for members of Board of Directors (if applicable)
6. Officers reports
7. Manager's report
8. Attorney's report
9. Committee reports
10. Old business
11. New business
12. Adjournment

8. ASSESSMENTS

Assessments shall be determined by the Board of Directors to cover the estimated common expenses of the Association.

## **ARTICLE 5** **DIRECTORS**

### 1. MANAGEMENT OF THE ASSOCIATION.

The Association shall be managed by the Board of Directors consisting of no less than five (5) directors. Each director shall be at least eighteen years of age and a Member of the Association.

### 2. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of members, the membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he/she was elected and until his/her successor has been elected and shall have qualified, or until his/her prior resignation or removal.

### 3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by vote of the members or by a vote of a majority of all of the directors. No decrease in directors shall shorten the term of any incumbent director.

### 4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason may be filled by a vote of a majority of the directors then in office. A director elected or appointed to fill a vacancy caused by resignation, death, increased Board size or removal shall be elected or appointed to hold office until the next annual meeting where directors are elected.

### 5. REMOVAL OF DIRECTORS.

Recall and removal of any member of the Board of Directors shall be pursuant to the provisions of Chapter 720, Florida Statutes, as amended from time to time.

### 6. RESIGNATION.

A director may resign at any time by giving written notice to the Board, the president or secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such office, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS.

The Board may hold its meetings at the office of the Association or at such other places, either within or without Palm Beach County, as it may from time to time determine.

10. REGULAR ANNUAL MEETING OF THE BOARD.

A regular annual meeting of the Board shall be held immediately following the annual meeting of members at the place of such annual meeting of members or on such other date and time as may be determined by the Board of Directors.

11. NOTICE OF MEETING OF THE BOARD, ADJOURNMENT.

Regular meetings of the Board shall be held with a minimum of 48 hours' notice at such time and place as determined by the Board. Special meetings of the Board shall be held upon notice to the directors and may be called by the president upon three days' notice to each director either personally or by mail, telephone or by e-mail; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him/her.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the Board, the president, or in his/her absence a chairman chosen by the Board, shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The Board, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other committees, each consisting of two or more directors. Each such committee shall serve at the pleasure of the Board.

**ARTICLE 6**  
**OFFICERS**

1. OFFICERS, ELECTION, TERM.

Unless otherwise provided for in the Articles of Incorporation, the Board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be appointed by the Board at an organizational meeting to be held within ten days of the annual meeting and shall hold office until the meeting of the Board following the annual meeting of members. Each officer shall hold office for the term which he/she is elected or appointed and until his/her successor has been elected or appointed and qualified.

2. REMOVAL, RESIGNATION, SALARY.

Any officer appointed by the Board may be removed by the Board with or without cause. In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of the president and the secretary. Directors shall serve as volunteers and shall receive no salary or other remuneration. Any of the duties of the officers identified below may be performed by a property manager or management company in the sole discretion of the Board of Directors.

3. PRESIDENT.

The president shall be the chief executive officer of the Association; he/she shall preside at all meetings of the members and of the Board; he/she shall have the general management of the affairs of the Association and shall see that all orders and resolutions of the Board are carried into effect.

4. VICE-PRESIDENT.

During the absence or disability of the president, the vice president, or if there are more than one, the executive vice-president, shall have all the powers and functions of the president. Each vice-president shall perform such other duties as the Board shall prescribe.

5. TREASURER.

The treasurer shall have the care and custody of all the funds and securities of the Association, and shall deposit said funds in the name of the Association in such bank or trust company as the directors may elect; he/she shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Association, when countersigned by the president; he/she shall also sign all checks, drafts, notes, and orders for the payment of money, which shall be duly authorized by the Board of Directors and shall be fully authorized by the Board of Directors and shall be countersigned by the president; he/she shall at all reasonable times exhibit his/her books and accounts to any director or member of the Association upon application at the office of the Association during ordinary business hours.

6. SECRETARY.

The secretary shall keep the minutes of the Board of Directors and also the minutes of the members meetings. He/she shall have the custody of the seal of the Association and shall affix and attest the same to documents when duly authorized by the Board of Directors. He/she shall attend to the giving and serving of all notices of the Association, and shall have charge of such books and papers as the Board of Directors may direct; he/she shall attend to such correspondence as may be assigned to him/her, and perform all the duties incidental to the office of secretary. He/she shall keep a membership roll containing the names, alphabetically arranged, of all persons who are members of the Association, showing their places of residence and the time when they became members.

7. SURETIES AND BONDS.

In case the Board shall so require, any officer or agent of the Association shall execute to the Association a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his/her duties to the Association and including responsibility for negligence and for the accounting for all property, funds or securities of the Association which may come into his/her hands. The Association shall be responsible for the premium for any such bond the Board may require.

**ARTICLE 7**  
**CONSTRUCTION**

If there is any conflict between the provisions of the Articles of Incorporation and these Bylaws, the provisions of the Articles of Incorporation shall govern.

## **ARTICLE 8** **AMENDMENTS**

Bylaws may be adopted, amended or repealed by the Board of Directors; provided, however, that at a meeting of the membership at which there is a quorum, a majority of all voting members may vote to amend any Bylaw adopted, amended or repealed by the Board.

If any Bylaw regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in notice of the next meeting of members for the election of directors the Bylaw so adopted, amended or repealed, together with concise statement of the changes made.

## **ARTICLE 9** **ARCHITECTURAL REVIEW BOARD**

No building, outbuilding, fence, wall, driveway or driveway extension, or other structure of any kind shall be erected, constructed, placed or maintained on any Lot unless prior to the commencement of the work, the Lot Owner obtains the written approval of the Architectural Review Board (ARB).

Neither the ARB nor any member thereof, nor its duly authorized representative, shall be liable to the Association, to any Lot Owner, Resident, or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the duties of the ARB. The ARB will review and approve or disapprove plans submitted to it for proposed improvements, alterations or additions solely on the basis of aesthetic considerations, encroachment on to easements or property outside of the Lot, and the benefit or detriment which would result to members of the Association. The ARB shall not be responsible for considering or reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARB does not consider or determine whether the plans satisfy applicable government requirements. The ARB does not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to the construction of any improvements shall result from the ARB's review or approval or disapproval of any plans ARB.

## **ARTICLE 10** **OWNERS' MAINTENANCE OBLIGATIONS AND RESTRICTIONS**

1. Each Lot Owner is responsible for the repair, maintenance and/or replacement of all portions of the Lot and home located thereon and other improvements on the Lot, including landscaping, fences and other structures.

2. Each Lot Owner shall maintain the structures and grounds on the Lot he/she owns at all times in a clean, neat, attractive and aesthetically pleasing manner. Each Lot Owner shall keep his/her home and all other permitted structures on the Lot free of mildew, algae, dirt and other staining. No structure, including homes, walls, fences, sheds and playground equipment, shall remain on a Lot if in poor condition or in a state of disrepair.

Lot Owners shall maintain and repair all exterior building surfaces, including the roof, walls, walks, drives, sidewalks, doors, garage doors, windows and other permitted structures. For the purpose of this section, "maintain" and "repair" shall include, but not be limited to, cleaning, painting, pressure cleaning, removing stains, dirt or mildew, and keeping all exterior portions of the home and permitted structures in good working order and in an aesthetically pleasing condition.

3. Each Lot Owner shall maintain the lawn, landscaping, bushes and trees in the Owner's Lot which runs from the Owner's Lot's back property line to the edge of the street, including the front swale. Lot Owners shall not permit lawns and/or grass to exceed eight inches (8") in height. Lawns must be edged, weeded, and kept free of debris at all times.

4. Hedges shall be trimmed and pruned and shall not exceed a maximum height of six feet (6') except that hedges along the rear lots bordering Hammock Street, Keystone Street, and Palmetto Park Road shall not exceed eight feet (8') in height. Trees and shrubs shall not encroach past the boundaries of the Lot and trees shall be properly pruned to prevent damage from windstorms. Swales shall be maintained in the same condition as other landscaping. Lot Owners shall trim trees, shrubs, and hedges so they do not impede the use of sidewalks.

5. No permanent or temporary structure, including, but not limited to, patio, porch, driveway, fence, wall or similar structure, shall encroach upon or in any manner obstruct sidewalks, streets, driveways, other Lots or Common Property, or easements that benefit Association.

6. Lot Owner shall obtain the written approval of the ARB prior to installing or erecting any permanent or temporary structure such as a patio, porch, driveway, fence, wall or similar structure. If the ARB provides written approval for installing or erecting a structure, Lot Owner shall maintain such structure in accordance with the standards set forth in these Bylaws, including, but not limited to, cleaning, painting and keeping such structures in a good state of repair

7. No unattached garage, overhang, carport, covered area (whether made of canvas or any other material), or lean-to shall be permitted on any Lot.

8. Play equipment such as swing sets or play gyms are only permitted in the rear of the home and shall not be visible from the street. For purposes of this section, the word "maintained" shall mean cleaned, painted, and in good repair.

9. Basketball hoops may only be mounted on a pole adjacent to the side of an owner's driveway at least ten (10) feet from the edge of the street. Portable basketball devices, may only be placed adjacent to the side of an owner's driveway at least ten (10) feet from the edge of the street.

10. Trash containers shall be stored on the side of the house and shall at all times be concealed from view. Trash containers may be brought to the curb no earlier than 6:00 p.m. on the evening before pick up and must be removed and stored out of view no later than 8:00 p.m. on the evening of pick up. Trash, other than landscaping clippings or vegetation, shall be placed in a covered trash can to help prevent animals and birds from tearing open bags.

11. Any Lot Owner desiring to install a fence in any portion of the Lot shall obtain the written consent of the Architectural Review Board prior to installing such fence. Fences that run from the rear of the main wall of the home to the rear of the property must be open chain link fences that do not exceed five feet (5') in height. Front yards may not be fenced. Side yards starting at the front of the main wall of the house to the side of the property may be fenced. Wooden fencing of the shadowbox style not exceeding six feet (6') in height may be used to fence the side yard only, subject to the written consent of the ARB which may be withheld for any reason. All fences existing on the effective date these amended bylaws that are not in compliance with the provisions set forth herein are still considered to be in violation of Article 19 of the Declaration of Restrictions and said enforcement process shall continue until compliance is obtained.

12. Clothes may be dried outdoors only if hung on a clothesline. Clotheslines must be screened from view of surrounding lots as well as the street and canals, and may only be located in the rear yard.

13. One professionally lettered "For Sale" sign is permitted on each Lot provided it does not exceed five (5) square feet.

14. No obnoxious, offensive or unlawful activity shall be carried on or about the Lots or on any portion of Association common property or facilities nor shall anything be done which may be or become an unreasonable annoyance or a nuisance to any Owner or resident. No use or practice which interferes with the peaceful possession and proper use of the Lots or surrounding areas shall be permitted.

15. The body of homes must be painted only one color. The trim and doors may each be painted a different color than the body of the home.

## **ARTICLE 11**

### **ENFORCEMENT MAINTENANCE OBLIGATIONS**

If an Owner fails to maintain his/her Lot, any structure built thereon and/or grounds as required by the Declaration of Restrictions, Bylaws, Rules and Regulations

and other governing documents or otherwise fails to maintain such Lot in a neat and attractive matter, the Association may, within the Board of Director's discretion, after giving the Owner fifteen (15) days written notice sent to his/her last known address, or to the address of the subject Lot, contract to have the property maintained consistent with the requirements of these Bylaws. Entry on to the Lot for purposes of making repairs or performing maintenance shall not be deemed a trespass. The cost of any work performed by the Association on behalf of an Owner as provided herein shall be the subject of a lien and shall be construed as an assessment against the Lot on which the work was done collectible in the same manner as an assessment and shall likewise be the personal obligation of all Owners of such Lot. The Association shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in its attempts to compel compliance with the community's governing documents and/or secure legal entry on to the Lot, including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process shall be payable by the Lot Owner and secured by a lien against the Lot Owner's Lot and collectible in the same manner as a lien for unpaid assessments.

## **ARTICLE 12**

### **USE RESTRICTIONS AND REQUIREMENTS**

1. Any Lot Owner who does not reside in a home on a Lot or does not accept mail at the Lot address shall provide written notice to the Association of the mailing address for Association to use for official notices and communications. Lot Owners have a continuing obligation to provide Association with Lot Owner's current mailing address as well as other contact information including a phone number and e-mail address, if any. Immediately after the purchase of a Lot, the purchaser must provide Association with notice of the transfer, a copy of the deed or closing statement, Lot Owner's current mailing address as well as other contact information including a phone number and e-mail address, if any.

2. Any Lot Owner who leases his/her home or permits occupancy to persons other than Lot Owner, shall provide a copy of the lease or occupancy agreement to the Association along with the mailing address for notices and telephone number where the owner can be reached. It is the responsibility of the Lot Owner to advise the tenant of the existence of the Association's governing documents. All tenants must comply with the Declaration of Restrictions, Bylaws, Articles of Incorporation, Rules and Regulations and all laws and statutes. The Lot Owner is jointly and severally responsible with tenant and/or occupant for damages to the common elements caused by Lot Owner's tenant, occupant, guest, and/or invitee and for attorneys' fees and costs incurred by the Association collectible as set forth in these Bylaws.

3. No commercial business or office for commercial business is to be operated or conducted on any Lot in the community. For the purpose of this section, the term "business" shall mean any business, association, profession, occupation, or activity engaged in by any person to sell, buy, exchange, barter, or deal in any thing of value, or the rendering of services for value, with the object of the public or private gain.

Notwithstanding the foregoing limitation, home-based businesses where no employees, clients, customers or other patrons come to the home and which do not result in deliveries of merchandise or other business related materials to the home may be conducted. If, in the sole opinion of the Board of Directors, any such home-based business is inconsistent with the residential nature of the community, the Association shall have the authority to demand that the business activity cease within seventy-two (72) hours of written demand to the Lot Owner by certified mail return receipt requested. Demand shall be deemed given three business days after deposit into the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the Lot Owner at the address on file with the Association.

### **ARTICLE 13**

#### **VEHICLE AND PARKING RESTRICTIONS**

1. Vehicles are to be parked on the driveway or in the garage only. Recreational vehicles (such as campers, go-carts, dune buggies, boats, trailers, ATVs etc.) shall only be parked inside the closed garage; provided, however, Recreational vehicles may be temporarily parked on the driveway of the property for a period not to exceed four consecutive hours between 8 a.m. and 8 p.m. Recreational vehicles shall not be parked in the driveway or on any portion of the property overnight from 8 p.m. to 8 a.m. unless in a closed garage.

2. Commercial trucks or other commercial vehicles shall only be parked inside the closed garage; provided, however, that commercial trucks or commercial vehicles may be temporarily parked on the property for a period not to exceed four consecutive hours between 8 a.m. and 8 p.m. without providing prior written notice to the Board of Directors. Lot Owners or Residents may permit commercial trucks or commercial vehicles to be parked on the property for periods in excess of four hours only between the hours of 8 a.m. and 8 p.m., only for purposes of construction, repairs, or deliveries, and only after providing notice to the Board as set forth herein. In the event that a commercial truck or commercial vehicle will be stored or parked on the driveway or any other portion of the property for longer than four hours for purposes of construction, repairs, or deliveries, the Lot Owner or Resident must provide prior written notice to the Board of the dates and times on which such commercial truck or commercial vehicle will be parked on the property and obtain the prior written consent of the Board of Directors to park in this area. In the event that a Lot Owner or Resident fails to provide the written notice and obtain written consent as required herein, the Lot Owner and/or Resident shall be deemed in violation of the parking restrictions and subject to further action by the Board of Directors. Commercial trucks or vehicles shall not be parked in the driveway or on any portion of the property overnight from 8 p.m. to 8 a.m. unless in a closed garage. For the purpose of this section, the word "commercial truck" or "commercial vehicle" shall include tractor-trailer trucks, dump trucks, vehicles with more than four axles, vans with oversized rear cabins, vans with no side windows in the rear of the van, as well as any other pick-up truck or vehicle that displays commercial emblems, logos, signs, phone numbers, or any printing on the sides, front, or rear which reference any commercial undertaking or enterprise. Additionally, "commercial trucks" or

“commercial vehicles” include trucks with ladder racks, exterior tool bins, or other exposed work-related accessories. Whether a particular vehicle is among those prohibited hereunder shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.

3. Any vehicle which is deemed to be a nuisance by the Board of Directors shall be prohibited from being parked in the community. No vehicle of any kind which is required by applicable law to be registered and/or bear a current license plate shall be permitted in the community Lot unless such requirements have been met except if such vehicle is kept within the confines of an enclosed garage with the door closed and is never parked elsewhere in the community. No inoperable vehicles are permitted to be parked in the community outside of the owner’s garage. Notwithstanding the foregoing, these parking restrictions shall not apply to government-owned vehicles parked in the community by residents.

#### **ARTICLE 14** **COMPLIANCE**

Each Lot Owner and Lot Owner’s tenants, guests, and invitees, must comply with the Bylaws, the Declaration, the Articles of Incorporation, or Florida Statutes governing homeowners associations and any rules of the Association adopted by the Board of Directors. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member. Those violating the governing documents shall be responsible to reimburse the Association for any costs and attorneys’ fees incurred in pursuing enforcement. The Association shall be entitled to recover any and all reasonable attorneys’ fees and costs incurred in its attempts to compel compliance with the community’s governing documents including attorneys’ fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process. Attorneys’ fees and costs incurred by the Association in seeking compliance by a Lot owner, tenant, occupant or guest with the provisions of these Bylaws, the Declaration, the Articles of Incorporation, or Florida Statutes governing homeowners Associations, including attorneys’ fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process shall be payable by the Lot Owner and secured by a lien against the Lot Owner’s Lot and collectible in the same manner as a lien for unpaid assessments. In the event that the Association is not the prevailing party in litigation against a Lot owner, tenant, occupant or guest in an action seeking compliance with the provisions of these Bylaws, the Declaration, the Articles of Incorporation, or Florida Statutes governing homeowners Associations, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred during the litigation as may be awarded by the Court.

Failure by the Association to enforce any covenant or restriction in the Bylaws, the Declaration, the Articles of Incorporation, the Florida Statutes governing homeowners

associations or any rules of the Association adopted by the Board of Directors shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any provision of the governing documents of the community or the rules of the Association by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## **ARTICLE 15**

### **ASSESSMENTS AND COLLECTION**

1. Assessments and installments on them which are not paid when due shall bear interest at the highest rate allowed by law until paid. In the absence of Board action to establish an interest rate, delinquent sums shall bear interest at the highest rate allowed by law. Any assessment, installment or portions thereof not paid on within ten days from the date on which they are due, shall incur an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment.

2. Annual and special assessments levied by the Board of Directors, together with late charges, interest, attorneys' fees and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person or persons who were the Owners of such Lot on the date on which the assessment was levied. Any subsequent purchaser shall be jointly and severally liable to the Association for any sums unpaid upon the transfer of title. In addition to sums due upon the date of recording of the lien, the lien of the Association shall also secure any assessments, late charges, interest, attorneys' fees and costs which come due after the recording of the claim of lien up through the date of the issuance of a certificate of title following a foreclosure sale.

3. Any payment received by association shall be applied first to any interest accrued by association, then to any administrative late fee, then to any costs, then to any attorney's fees incurred in collection, and, finally, to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

4. The Association shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in its attempts to collect monetary obligations due to the Association including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process.

## **ARTICLE 16**

### **INDEMNIFICATION**

The Association shall indemnify its directors and officers against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate

levels and post judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which the officer or director becomes involved by reason of being or having been a director or officer of the Association. This provision for indemnification shall apply whether or not such person is a director or officer at the time such cost, expense or liability is incurred. In the event that a director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article shall not apply. The right of indemnification set forth in this Article shall be in addition to and not exclusive of any rights of indemnification to which a director or officer of the Association may be entitled under statute or common law.



## TRANSFER SHEET

Address of property: \_\_\_\_\_

Current Owner's Name: \_\_\_\_\_

Customer ID (if known): \_\_\_\_\_

Listing Realtor; Phone Number: \_\_\_\_\_

Selling Realtor; Phone Number: \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_

Please inform the purchaser(s) of your property of the Deed Restrictions and Bylaws to ensure that the purchaser(s) are aware of same and will comply with the Restrictions and Bylaws

**[www.palmettopineshoa.com](http://www.palmettopineshoa.com)**

Prepared by and Return to:  
Tamar Duffner Shendell, Esq.  
635 SE 10 Street, Suite 635A  
Deerfield Beach, FL 33441

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF PALMETTO PINES  
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Original Bylaws for Palmetto Pines Homeowners' Association f/k/a Holiday City at Boca Raton Home Owners Association, Inc., were not recorded; and

WHEREAS, the Bylaws were amended and restated by documents recorded in Official Records Book 9417, Page 63 and Official Records Book 11945, Page 1728, Official Records Book 23121, Page 1372, Official Records Book 30799, Page 1874, all of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Palmetto Pines Homeowners Association, Inc. held on October 27, 2021, the aforementioned Bylaws were amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the Fifth Amended and Restated Bylaws of Palmetto Pines Homeowners Association, Inc. attached hereto are the amended and restated Bylaws approved by the Board of Directors.

IN WITNESS WHEREOF, PALMETTO PINES HOMEOWNERS ASSOCIATION, INC. caused this Certificate of Amendment to be executed in accordance with the authority hereinafter expressed this 2 day of October, 2021.

Print Name: Ashley Milano

PALMETTO PINES HOMEOWNERS'  
ASSOCIATION, INC.

Print Name: Laurie Shindler

By: Allen Hoffer, President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2 day of November, 2021 by Allen Hoffer, President of Palmetto Pines Homeowners' Association, Inc. who are personally known to me or who has produced Driver's License as identification.

Notary Public

Print Name: Ashley Milano

My Commission Expires:



FIFTH AMENDED AND RESTATED  
**BYLAWS OF PALMETTO PINES HOMEOWNERS  
ASSOCIATION, INC.**

**ARTICLE 1**  
**DEFINITIONS**

When used in these Bylaws, the terms shall be defined as set forth herein unless expressly provided otherwise.

1. **Architectural Review Board** or **ARB** shall mean and refer to the committee of the Association which administers and performs the architectural review and control functions related to Palmetto Pines Homeowners Association.
2. **Articles of Incorporation** shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State and any amendments thereto.
3. **Assessment** shall mean and refer to those charges made by the Association from time to time against the Lots for the purposes and subject to the terms set forth herein.
4. **Association** shall mean and refer to the Palmetto Pines Homeowners Association, Inc. which was formerly known as Holiday City at Boca Raton Homeowners Association, Inc.
5. **Board of Directors** or **Board** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
6. **Common Expenses** shall mean and refer to all costs and expenses of the Association and Common Properties.
7. **Common Property/Properties** shall mean and refer to all real property interests, personalty including any improvements, amenities, easements, fixtures, facilities thereon owned, leased, controlled or operated by the Association.
8. **Declaration** shall mean and refer to Declaration of Restrictions for Hovsons of Florida, Inc. recorded in the Public Records of Palm Beach County, Florida.
9. **Fiscal Year** shall mean and refer to the calendar year.
10. **Lot** shall mean and refer to any parcel of land within Palmetto Pines as shown on the plats or any replats or ancillary plats together with improvements thereon.

11. **Member** shall mean and refer to any member of the Association which shall include the Owner of a Lot.

12. **Owner** or **Lot Owner** shall mean the owner of a Lot in the community governed by Palmetto Pines Homeowners' Association.

12. **Sub-Divider** in these Bylaws, the Declaration of Restrictions for Hovsons of Florida, Inc., the Rules and Regulations for the Palmetto Pines community and other governing documents, shall mean and refer to "Palmetto Pines Homeowner's Association, Inc."

## **ARTICLE 2**

### **LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be in Palm Beach County or Broward County, State of Florida. The Association may also have offices at such other places within or without this state as Board may from time to time determine or the business of the Association may require.

## **ARTICLE 3**

### **PURPOSES**

The Association does not contemplate pecuniary gain or profit direct or indirect to its members. The purposes for which it is formed are:

Generally, without limitation, to promote the health, safety and welfare of the residents within the various sections which have been platted as "Holiday City at Boca Raton" Subdivisions, and without limiting the foregoing, to pursue the following:

1. Own, acquire, operate and maintain street lights, recreation parks, waterways, canals and the banks of the canals, including buildings, structures, water elevation control structures, and personal properties incident thereto which are all part of the Common Properties and facilities of the Association;
2. Maintain lands, trees and other landscaping on the Common Properties;
3. Fix assessments (and/or charges) to be levied against the Lots;
4. Enforce the governing documents of the Association, including any and all covenants, restrictions and agreements applicable to the properties within Palmetto Pines;
5. Pay taxes, if any, on the Common Properties and facilities;
6. Insofar as permitted by law to do any other thing that in the opinion of the Board of Directors will promote the common benefit and enjoyment by the residents of the Common Properties.

**ARTICLE 4**  
**MEMBERSHIP IN ASSOCIATION**

**1. QUALIFICATIONS FOR MEMBERSHIP.**

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

When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Lot.

In the event that any trust owns a Lot, Association shall have no obligation to review the trust and the trustee shall be deemed the Owner of the Lot. In the event that there is more than one trustee, the trustees must designate by voting certificate the trustee who can exercise the voting rights of that Lot.

In the event that a corporation owns a Lot, the President or Vice President of the corporation shall designate by voting certificate an officer or employee of the corporation who can exercise the voting rights of that Lot.

In the event that a limited liability company owns a Lot, the managing member of the limited liability company shall designate by voting certificate a member or employee of the limited liability company who can exercise the voting rights of that Lot.

In the event that a partnership owns a Lot, the general partner of the partnership shall designate by voting certificate a partner or employee of the limited liability company who can exercise the voting rights of that Lot.

**2. MEMBERSHIP MEETINGS.**

The annual membership meeting of the Association shall be held on a date and time selected by the Board of Directors. The date shall be no sooner than eleven (11) months since the last scheduled annual meeting and no later than thirteen (13) months since the last scheduled meeting. The secretary shall cause to be mailed or sent electronically to every member at his/her address as it appears on the membership roll book of the corporation a notice stating the time and place of the annual meeting.

Meetings of the members of the corporation shall be held in accordance with the Bylaws and Articles of Incorporation of Palmetto Pines Homeowner's Association, Inc. The presence at any membership meeting of owners of not less than thirty percent (30%)

of the total voting interests shall constitute a quorum and shall be necessary to conduct the business of the corporation.

A membership roll showing the list of members as of the record date, certified by the secretary of the Association, shall be used at any meeting of members to confirm ownership of a Lot. All persons appearing on such membership roll shall be entitled to vote at the meeting except that there shall be allowed only one vote per Lot.

The Board of Directors may suspend the voting rights of any member in the event that such member is more than ninety (90) days delinquent in the payment of any assessment, fee, fine or other monetary obligation due to the Association.

### 3. SPECIAL MEETINGS.

Special meetings of the Members may be called by a majority of the Board. The secretary shall cause a notice of such meeting to be mailed or sent electronically to every member at that addresses as they appear in the membership roll book at least ten (10) days but not more than fifty (50) days before the scheduled date of such meeting. Such notice shall state the date, time, place and purpose of the meeting.

No other business but that specified in the notice may be transacted at such special meeting.

### 4. FIXING RECORD DATE.

For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting or for the purpose of determining the members entitled to receive any distribution or any allotment of any rights, or for the purpose of any other action, the date the Owner acquired title to the Lot as determined by a deed recorded in the public records of Palm Beach County shall be determinative.

### 5. ACTION BY MEMBERS WITHOUT A MEETING.

Whenever members are required or permitted to take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all the members entitled to vote thereon.

### 6. PROXIES.

Every member entitled to vote at meeting of members or to express consent or dissent without a meeting may authorize another person or persons to act for him/her by proxy.

Every proxy must be signed by the member or the person authorized to execute such proxy and must be delivered to the Association's Property Management Agent no

less than 24 hours prior to the scheduled meeting. No proxy shall be valid in excess of 90 days from the date of meeting for which it was presented. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provide by law. If there is more than one owner of a Lot, any owner may sign the proxy and it shall be valid unless objected to by another of the owners of that Lot prior the meeting. Under such circumstances, the proxy shall not be valid and the owners of that Lot will forfeit their right to vote unless they agree on how to cast the vote of their Lot.

#### ORDER OF BUSINESS.

The order of business at all members' meetings shall be as follows unless otherwise altered in the discretion of the president or other chairperson appointed by the president to chair the meeting.

1. Call to order.
2. Certification of Quorum
3. Approval of minutes of previous meeting
4. Nominations for memberships to Board of Directors (if applicable)
5. Vote for members of Board of Directors (if applicable)
6. Officers' reports, if any
7. Manager's report, if any
8. Attorney's report, if any
9. Committee reports
10. Old business
11. New business
12. Adjournment

#### 8. ASSESSMENTS

Assessments shall be determined by the Board of Directors to cover the estimated common expenses of the Association.

### **ARTICLE 5** **DIRECTORS**

#### 1. MANAGEMENT OF THE ASSOCIATION.

The Association shall be managed by the Board of Directors consisting of five (5) directors. Each director shall be at least eighteen years of age and a Member of the Association.

#### 2. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of members, the membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration

of the term for which he/she was elected and until his/her successor has been elected and shall have qualified, or until his/her prior resignation or removal.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by vote of the members or by a vote of a majority of all of the directors. No decrease in directors shall shorten the term of any incumbent director.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason may be filled by a vote of a majority of the directors then in office. A director elected or appointed to fill a vacancy caused by resignation, death, increased Board size or removal shall be elected or appointed to hold office until the next annual meeting where directors are elected.

5. REMOVAL OF DIRECTORS.

Recall and removal of any member of the Board of Directors shall be pursuant to the provisions of Chapter 720, Florida Statutes, as amended from time to time.

6. RESIGNATION

A director may resign at any time by giving written notice to the Board, the president or secretary of the Association. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such office, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS.

The Board may hold its meetings at the office of the Association or at such other places, either within or without Palm Beach County, as it may from time to time determine. The Board shall determine the date and times for such meetings.

10. REGULAR ANNUAL MEETING OF THE BOARD.

A regular annual meeting of the Board shall be held immediately following the annual meeting of members at the place of such annual meeting of members or on such other date and time as may be determined by the Board of Directors.

11. NOTICE OF MEETING OF THE BOARD, ADJOURNMENT.

Regular meetings of the Board shall be held with a minimum of 48 hours' notice at such time and place as determined by the Board. Special meetings of the Board shall be held upon notice to the directors and may be called by the president upon three days' notice to each director either personally or by mail, telephone or by e-mail; special meetings shall be called by the president or by the secretary in a like manner on written request of at least two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him/her.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRPERSON.

At all meetings of the Board, the president, or in his/her absence a chairperson chosen by the Board, shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The Board, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other committees, each consisting of two or more directors. Each such committee shall serve at the pleasure of the Board.

**ARTICLE 6**  
**OFFICERS**

1. OFFICERS, ELECTION, TERM.

Unless otherwise provided for in the Articles of Incorporation, the Board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be appointed by the Board at an organizational meeting to be held within ten (10) days of the annual meeting.. Each officer shall hold

office for the term which he/she is elected or appointed and until his/her successor has been elected or appointed and qualified; provided that the Board may from time to time, by majority vote of the Board of Directors, remove and appoint officers.

2. REMOVAL, RESIGNATION, SALARY.

Any officer appointed by the Board may be removed by the Board with or without cause. In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of the president and the secretary. Directors shall serve as volunteers and shall receive no salary or other remuneration. Any of the duties of the officers identified below may be performed by a property manager or management company in the sole discretion of the Board of Directors.

3. PRESIDENT.

The president shall be the chief executive officer of the Association; he/she shall preside at all meetings of the members and of the Board; he/she shall have the general management authority of the affairs of the Association and shall see that all orders and resolutions of the Board are carried into effect.

4. VICE-PRESIDENT.

During the absence or disability of the president, the vice president, or if there are more than one, the executive vice-president, shall have all the powers and functions of the president. Each vice-president shall perform such other duties as the Board shall prescribe from time to time.

5. TREASURER.

The treasurer shall have the care and custody of all the funds and securities of the Association, and shall deposit said funds in the name of the Association in such bank or trust company as the directors may select; he/she shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Association, when countersigned by the president; he/she shall also sign all checks, drafts, notes, and orders for the payment of money, which shall be duly authorized by the Board of Directors and shall be countersigned by the president or at least one other director as selected by the Board of Directors; he/she shall at all reasonable times exhibit his/her books and accounts to any director or member of the Association upon written request of the director or member.

6. SECRETARY.

The secretary shall keep the minutes of the Board of Directors and also the minutes of the members meetings. He/she shall have the custody of the seal of the

Association and shall affix and attest the same to documents when duly authorized by the Board of Directors. He/she shall attend to the giving and serving of all notices of the Association, and shall have charge of such books and papers as the Board of Directors may direct; he/she shall attend to such correspondence as may be assigned to him/her, and perform all the duties incidental to the office of secretary. He/she shall keep a membership roll containing the names, alphabetically arranged, of all persons who are members of the Association, showing their places of residence and the time when they became members.

#### **SURETIES AND BONDS.**

In case the Board shall so require, any officer or agent of the Association shall execute to the Association a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his/her duties to the Association and including responsibility for negligence and for the accounting for all property, funds or securities of the Association which may come into his/her hands. The Association shall be responsible for the premium for any such bond the Board may require.

#### **ARTICLE 7** **CONSTRUCTION**

If there is any conflict between the provisions of the Articles of Incorporation and these Bylaws, the provisions of the Articles of Incorporation shall govern.

#### **ARTICLE 8** **AMENDMENTS**

Bylaws may be adopted, amended or repealed by the Board of Directors from time to time; provided, however, that at a meeting of the membership at which there is a quorum, a majority of all voting members may vote to amend any Bylaw adopted, amended or repealed by the Board.

If any Bylaw regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in notice of the next meeting of members for the election of directors the Bylaw so adopted, amended or repealed, together with concise statement of the changes made.

#### **ARTICLE 9** **ARCHITECTURAL REVIEW BOARD**

No building, outbuilding, fence, wall, driveway or driveway extension, or other structure of any kind shall be erected, constructed, placed or maintained on any Lot unless prior to the commencement of the work, the Lot Owner obtains the written approval of the Architectural Review Board (ARB).

Neither the Board of Directors, ARB nor any member thereof, nor its duly authorized representatives, shall be liable to the Association, to any Lot Owner, resident, or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the duties of the ARB. The ARB will review and approve or disapprove plans submitted to it for proposed improvements, alterations or additions solely on the basis of aesthetic considerations, encroachment on to easements or property outside of the Lot, and the benefit or detriment which would result to members of the Association. The ARB shall not be responsible for considering or reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARB does not consider or determine whether the plans satisfy applicable government requirements. The ARB does not determine or assume any responsibility for the quality of construction or structural soundness of any improvements and no obligation or liability relating to the construction of any improvements shall result from the ARB's review or approval or disapproval of any plans.

**ARTICLE 10**  
**OWNERS' MAINTENANCE OBLIGATIONS AND USE RESTRICTIONS**

1. Each Lot Owner is responsible for the repair, maintenance and/or replacement of all portions of the Lot and home located thereon and other improvements on the Lot, including landscaping, fences and other structures.

2. Each Lot Owner shall maintain the structures and grounds on the Lot he/she owns at all times in a clean, neat, attractive and aesthetically pleasing manner. Each Lot Owner shall keep his/her home and all other permitted structures on the Lot free of mildew, algae, dirt and other staining. No structure, including homes, walls, fences, sheds and playground equipment, shall remain on a Lot if in poor condition or in a state of disrepair.

3. Lot Owners shall maintain and repair all exterior building surfaces, including the roof, walls, walks, drives, sidewalks, doors, garage doors, windows and other permitted structures. For the purpose of this section, "maintain" and "repair" shall include, but not be limited to, cleaning, painting, pressure cleaning, removing stains, dirt or mildew, and keeping all exterior portions of the home and permitted structures in good working order and in an aesthetically pleasing condition.

4. Each Lot Owner shall maintain the lawn, landscaping, bushes and trees in the Owner's Lot which runs from the Owner's Lot's back property line to the edge of the street, including the front swale. Lot Owners shall not permit lawns and/or grass to exceed eight inches (8") in height. Lawns must be edged, weeded, and kept free of debris at all times.

5. Hedges shall be trimmed and pruned and shall not exceed a maximum height of six feet (6') except that hedges along the rear lots bordering Hammock Street, Keystone Street, and Palmetto Park Road shall not exceed eight feet (8') in height. Trees, hedges, shrubs or other plantings shall not encroach past the boundaries of the Lot and trees shall be properly pruned to prevent damage from windstorms. Swales shall be maintained in the same condition as other landscaping. Lot Owners shall trim trees, shrubs, hedges and plantings so they do not impede the use of sidewalks. No Lot Owner, resident, occupant, guest or invitee shall plant or place any trees, hedges, shrubs or other plantings on Common Property of the Association. In the event that a tree, hedge, shrub or other planting is placed or planted on the Common Property of the Association, the Association, in the sole discretion of the Board of Directors, may remove and dispose of such hedge, shrub or other planting without any liability for such removal or disposal.

6. No permanent or temporary structure, including, but not limited to, patio, porch, driveway, fence, wall or similar structure, shall encroach upon or in any manner obstruct sidewalks, streets, driveways, other Lots or Common Property, or easements that benefit Association.

7. Lot Owner shall install or erect permanent or temporary structures such as a patio, porch, driveway, fence, wall, shed or similar structure in compliance with the requirements and restrictions of the Declaration, Articles and Bylaws. Lot Owner shall obtain the written approval of the ARB prior to installing or erecting any permanent or temporary structure. If the ARB provides written approval for installing or erecting a structure, Lot Owner shall maintain such structure in accordance with the standards set forth in these Bylaws, including, but not limited to, cleaning, painting and keeping such structures in a good state of repair.

8. No unattached garage, overhang, carport, covered area, tent (whether made of canvas or any other material), lean-to or other temporary building shall be permitted on any Lot.

9. Play equipment such as swing sets or play gyms are only permitted in the rear of the home and shall not be visible from the street.

10. Basketball hoops may only be mounted on a pole adjacent to the side of an owner's driveway at least ten (10) feet from the edge of the street. Portable basketball devices, may only be placed adjacent to the side of an owner's driveway at least ten (10) feet from the edge of the street.

11. Trash containers shall be stored on the side of the home or in an enclosed garage and shall at all times be concealed from view. Trash containers may be brought to the curb no earlier than 6:00 p.m. on the evening before pick up and must be removed and stored out of view no later than 8:00 p.m. on the evening of pick up. Trash, other than landscaping clippings or vegetation, shall be placed in a covered trash can to help prevent animals and birds from tearing open bags.

12. Any Lot Owner desiring to install a fence in any portion of the Lot that abuts Association property, including canals and lots, or that will encroach on to an easement in favor of the Association, shall obtain the written approval of the ARB prior to installing such fence. The ARB may deny approval for any reason, including aesthetic and safety concerns. Fences that run from the rear of the main wall of the home to the rear of the property must be open chain link fences that do not exceed five feet (5') in height. Front yards may not be fenced. Side yards starting at the front of the main wall of the home to the side of the property may be fenced. Wooden, metal, pvc and other types of permanent residential fencing not exceeding six feet (6') in height may be used to fence the side yard only. All fences existing on the effective date these amended Bylaws that are not in compliance with the provisions set forth herein are still considered to be in violation of Article 19 of the Declaration of Restrictions and said enforcement process shall continue until compliance is obtained.

13. Clothes may be dried outdoors only if hung on a clothesline. Clotheslines must be screened from view of surrounding Lots as well as the street and canals, and may only be located in the rear yard.

14. One professionally lettered "For Sale" sign is permitted on each Lot provided it does not exceed five (5) square feet.

15. No obnoxious, offensive or unlawful activity shall be carried on or about the Lots or on any portion of Association common property or facilities nor shall anything be done which may be or become an unreasonable annoyance or a nuisance to any Owner or resident. No use or practice which interferes with the peaceful possession and proper use of the Lots or surrounding areas shall be permitted.

16. The body of homes must be painted only one color. The trim and doors may each be painted a different color than the body of the home.

17. No commercial business or office for commercial business is to be operated or conducted on any Lot in the community. For the purpose of this section, the term "business" shall mean any business, association, profession, occupation, or activity engaged in by any person to sell, buy, exchange, barter, or deal in any thing of value, or the rendering of services for value, with the object of the public or private gain. Notwithstanding the foregoing limitation, home-based businesses where no employees, clients, customers or other patrons come to the home and which do not result in deliveries of merchandise or other business related materials to the home may be conducted. If, in the sole opinion of the Board of Directors, any such home-based business is inconsistent with the residential nature of the community, the Association shall have the authority to demand that the business activity cease within seventy-two (72) hours of written demand to the Lot Owner by certified mail return receipt requested. Demand shall be deemed given three business days after deposit into the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the Lot Owner at the address on file with the Association.

18. Short term rental of homes or rooms within a home, for periods of less than three (3) months, is prohibited.

19. Lot Owners and Residents can place a temporary outdoor storage container (POD) on the Lot Owner's driveway subject to the following requirements:

- The Owner/Resident must obtain the written approval of the Association prior to bringing a storage container on the property.
- The container shall not remain for a period in excess of 7 days nor shall a container be placed on the Owner's Lot more than once in any twelve month period.
- Only one container is permitted on a Lot and the container must be kept clean and in good condition, free of graffiti.
- The container shall not be any larger than eight feet wide, eight feet high and sixteen feet long and may NOT have wheels or any other device that raises it off the ground.
- The container MUST be placed on a driveway only. No container, or any part thereof (including its doors when open) shall block the any sidewalk or encroach into any right-of-way, adjoining properties or sidewalk.
- No hazardous materials may be stored in any container.
- Any container shall bear a sign, no larger than two square feet in area, identifying the name, address and telephone number of the owner of the container.
- The date that the container was dropped off must be clearly posted, in a weather resistant manner, on the container in an area no larger than one square foot; and all containers shall be removed immediately upon the issuance of an official hurricane watch by the National Hurricane Center of the National Oceanic and Atmospheric Administration's National Weather Service.

20. No Lot Owner, tenant, resident, occupant, guest and/or invitee shall leave any item on Common Property of the Association, including, but not limited to chairs and boats. In the event that an item is left on Association Common Property for more than 24 continuous hours, the item shall be deemed abandoned and the Association may, in the sole discretion of the Board, remove and dispose of the item in any manner that the Board of Directors sees fit without any liability for such removal and disposal.

#### **ARTICLE 11**

#### **ENFORCEMENT MAINTENANCE OBLIGATIONS**

If an Owner fails to maintain his/her Lot, any structure built thereon and/or grounds as required by the Declaration of Restrictions, Articles, Bylaws, Rules and Regulations or other governing documents or otherwise fails to maintain such Lot in a neat and attractive matter, the Association may, within the Board of Director's discretion, after giving the Owner ten (1) days written notice sent to his/her last known address or to the address of the subject Lot, contract to have the property maintained consistent with the requirements of these Bylaws. Entry on to the Lot for purposes of making repairs or

performing maintenance shall not be deemed a trespass. The cost of any work performed by the Association on behalf of an Owner as provided herein shall be the subject of a lien and shall be construed as an assessment against the Lot on which the work was done collectible in the same manner as an assessment and shall likewise be the personal obligation of all Owners of such Lot. The Association shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in its attempts to compel compliance with the community's governing documents and/or secure legal entry on to the Lot, including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process shall be payable by the Lot Owner and secured by a lien against the Lot Owner's Lot and collectible in the same manner as a lien for unpaid assessments.

## **ARTICLE 12**

### **LOT OWNER RESPONSIBILITY AND LIABILITY**

1. Any Lot Owner who does not reside in a home on a Lot or does not accept mail at the Lot address shall provide written notice to the Association of the mailing address for Association to use for official notices and communications. Lot Owners have a continuing obligation to provide Association with Lot Owner's current mailing address as well as other contact information including a phone number and e-mail address, if any. Immediately after the purchase of a Lot, the purchaser must provide Association with notice of the transfer, a copy of the deed or closing statement, Lot Owner's current mailing address as well as other contact information including a phone number and e-mail address, if any.

2. Any Lot Owner who leases his/her home or permits occupancy to persons other than Lot Owner, shall provide a copy of the lease or occupancy agreement to the Association along with the mailing address for notices and telephone number where the Owner can be reached. It is the responsibility of the Lot Owner to advise the tenant of the existence of the Association's governing documents. All tenants, residents, occupants, guests and/or invitees of a home must comply with the Declaration of Restrictions, Bylaws, Articles of Incorporation, Rules and Regulations and all laws and statutes to the same extent as the Lot Owner. The Lot Owner is jointly and severally responsible with tenant, resident, occupant, guest and/or invitee for damages to the common elements caused by Lot Owner's tenant, resident, occupant, guest, and/or invitee and for attorneys' fees and costs incurred by the Association collectible as set forth in these Bylaws.

## **ARTICLE 13**

### **VEHICLE AND PARKING RESTRICTIONS**

1. Vehicles are to be parked on the driveway or in the garage only and shall not be parked on any portion of the lawn or sidewalk.

2. Recreational vehicles (such as campers, go-carts, dune buggies, boats, trailers, ATVs etc.) and commercial trailers shall only be parked inside the closed garage;

provided, however, recreational vehicles and commercial trailers may be temporarily parked on the driveway or swale of the Lot of the property for a period not to exceed four consecutive hours between 8 a.m. and 8 p.m. Recreational vehicles shall not be parked in the driveway, swale or on any portion of the property overnight from 8 p.m. to 8 a.m. unless in a closed garage.

3. Commercial trucks, commercial vans or other types of commercial vehicles shall only be parked inside the closed garage; provided, however, that commercial trucks, commercial vans and/or other commercial vehicles may be temporarily parked on the Lot's driveway or swale for a period not to exceed four consecutive hours between 8 a.m. and 8 p.m. without providing prior written notice to the Board of Directors. Lot Owners or Residents may permit commercial trucks, commercial vans or other types of commercial vehicles to be parked on the property for periods in excess of four hours only between the hours of 8 a.m. and 8 p.m., only for purposes of construction, repairs, or deliveries, and only after providing notice to the Board as set forth herein. In the event that a commercial truck, commercial van or other type of commercial vehicle will be stored or parked on the driveway or any other portion of a Lot for longer than four hours for purposes of construction, repairs, or deliveries, the Lot Owner or Resident must provide prior written notice to the Board of the dates and times on which such commercial truck, commercial van or other commercial vehicle will be parked on the property and obtain the prior written consent of the Board of Directors to park on the Lot. In the event that a Lot Owner or Resident fails to provide the written notice and obtain written consent as required herein, the Lot Owner and/or Resident shall be deemed in violation of the parking restrictions and subject to further action by the Board of Directors. Commercial trucks, commercial vans or other commercial vehicles shall not be parked in the driveway, swale or on any portion of a Lot overnight from 8 p.m. to 8 a.m. unless in a closed garage.

The terms "commercial truck", "commercial vans" and/or commercial vehicle" shall include but not be limited to the following: tractor-trailer trucks; dump trucks; buses; box trucks; cargo vans; ice cream trucks; limousines; flatbed trucks; bucket trucks; tow trucks; moving trucks; cement mixers; tour buses/vans; vehicles with more than four axles; any vehicle with visible commercial emblems, logos, signs, phone numbers, or any printing on the sides, front, or rear which reference any commercial undertaking or enterprise; vehicles with ladder or commercial racks, exterior tool bins, or other exposed work-related accessories. Whether a particular vehicle is among those prohibited hereunder shall be determined by the Board of Directors in its sole discretion. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.

4. Any vehicle which is deemed to be a nuisance by the Board of Directors shall be prohibited from being parked in the community. No vehicle of any kind which is required by applicable law to be registered and/or bear a current license plate shall be permitted in the Palmetto Pines community unless such requirements have been met except if such vehicle is kept within the confines of an enclosed garage with the door closed and is never parked elsewhere in the community. No inoperable vehicles are

permitted to be parked in the community outside of the Owner's garage.

Notwithstanding the foregoing, these parking restrictions shall not apply to government-owned vehicles parked in the community by residents.

#### **ARTICLE 14** **COMPLIANCE**

Each Lot Owner and Lot Owner's tenants, residents, occupants, guests, and invitees, must comply with the Bylaws, the Declaration, the Articles of Incorporation, and Florida Statutes governing homeowners associations and any rules of the Association adopted by the Board of Directors. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member. Those violating the governing documents and the Owners of the Lots where such violator may be a resident, occupant, guest or invitee, shall be responsible to reimburse the Association for all costs and attorneys' fees incurred by the Association in pursuing enforcement. The Association shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in its attempts to compel compliance with the community's governing documents including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process. Attorneys' fees and costs incurred by the Association in seeking compliance by a Lot owner, tenant, resident, occupant, guest or invitee with the provisions of these Bylaws, the Declaration, the Articles of Incorporation, or Florida Statutes governing homeowners associations, including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process shall be payable by the Lot Owner and secured by a lien against the Lot Owner's Lot and collectible in the same manner as a lien for unpaid assessments. In the event that the Association is not the prevailing party in litigation against a Lot owner, tenant, occupant or guest in an action seeking compliance with the provisions of these Bylaws, the Declaration, the Articles of Incorporation, or Florida Statutes governing homeowners Associations, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred during the litigation as may be awarded by the Court.

Failure by the Association to enforce any covenant or restriction in the Bylaws, the Declaration, the Articles of Incorporation, the Florida Statutes governing homeowners associations or any rules of the Association adopted by the Board of Directors shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any provision of the governing documents of the community or the rules of the Association by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### **ARTICLE 15** **ASSESSMENTS AND COLLECTION**

1. Assessments and installments on them which are not paid when due shall bear interest at the highest rate allowed by law until paid. In the absence of Board action to establish an interest rate, delinquent sums shall bear interest at the highest rate allowed by law. Any assessment, installment or portions thereof not paid on within ten days from the date on which they are due, shall incur an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25 or 5 percent of each installment of the assessment for each delinquent installment.

2. Annual and special assessments levied by the Board of Directors, together with late charges, interest, attorneys' fees and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person or persons who were the Owners of such Lot on the date on which the assessment was levied. Any subsequent purchaser shall be jointly and severally liable to the Association for any sums unpaid upon the transfer of title. In addition to sums due upon the date of recording of the lien, the lien of the Association shall also secure any assessments, late charges, interest, attorneys' fees and costs which come due after the recording of the claim of lien up through the date of the issuance of a certificate of title following a foreclosure sale.

3. Any payment received by association shall be applied first to any interest accrued by association, then to any administrative late fee, then to any costs, then to any attorney's fees incurred in collection, and, finally, to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

4. The Association shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in its attempts to collect monetary obligations due to the Association including attorneys' fees and costs incurred prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process.

#### **ARTICLE 16** **INDEMNIFICATION**

The Association shall indemnify its directors and officers against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which the officer or director becomes involved by reason of being or having been a director or officer of the Association. This provision for indemnification shall apply whether or not such person is a director or officer at the time such cost, expense or liability is incurred. In the event that a director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article shall not apply. The right of indemnification set forth in this Article shall be in addition to and not exclusive of any rights of

indemnification to which a director or officer of the Association may be entitled under statute or common law.

**ARTICLE 17**  
**MISCELLANEOUS**

**1. RECORDS INSPECTION REQUESTS**

Lot Owners may inspect records of the Association accessible to owners one time per month for up to 8 hours. Requests to inspect records shall be made to the Association only by written requests sent to the Association's property management company by certified mail, return receipt requested.

**2. MEETING CONDUCT**

A Lot Owner may record or videotape a meeting of the Board of Directors or a meeting of the members only if the Lot Owner provides written notice of the intent to record or videotape a meeting to the Association's property management company no less than 48 hours before the meeting. Notice may be delivered electronically to the Association's assigned property manager's email address.

Owners (one per Lot) may speak at a meeting regarding each item on the meeting agenda for up to three minutes.