

Prepared by and Return to:  
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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF  
PALMA SOLA TRACE VILLAS**

**THIS AMENDED AND RESTATED DECLARATION**, made this 27<sup>th</sup> day of SEPTEMBER  
2019, by the Palma Sola Trace Villas Homeowner's Association, Inc.

**WITNESSETH**

**WHEREAS**, the original Declaration of Covenants, Conditions, Restrictions and Easements of Palma Sola Trace Villas was recorded in Official Record Book 2102, Page 547 of the Public Records of Manatee County, Florida, by the developer of this subdivision, Henderson Brothers Homes, LLC. The original declaration was amended through the Amended and Restated Declaration of Covenants, Condition, Restrictions and Easements of Palma Sola Trace Villas, recorded in Official Record Book 2276, Page 1836 of the Public Records of Manatee County, Florida. The recording of the Declaration subjected the Property further described herein to the covenants, conditions, and restrictions to the terms and conditions of the Declaration, as it is amended from time to time. All property described in Exhibit A to this document has been, and shall be, declared to be held, conveyed, encumbered, leased, used, occupied and improved subject to the limitations, restrictions, covenants, and easements, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part of it.

**NOW, THEREFORE**, The Palma Sola Trace Villas Homeowner's Association, Inc., hereby declares that the Property, as defined herein shall be held, sold and conveyed, and maintained subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Declarant of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property set forth above, their respective heirs, successors and assigns, as their respective interests may appear.

**ARTICLE I**  
**DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

**1.1 "Architectural Control Committee"** ("ACC") is a committee appointed by the Board of Directors, consisting of three (3) to seven (7) members, which has the authority as provided herein.

**1.2 "Articles of Incorporation"** or "**Articles**" shall mean and refer to the Articles of Incorporation of the Palma Sola Trace Villas Homeowner's Association, Inc., as filed with the state

of Florida, as may be amended from time to time. A copy of the Articles of Incorporation is attached to the Declaration as Exhibit "B"

**1.3 "Association"** shall mean and refer to Palma Sola Trace Villas Homeowner's Association Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and subject to Chapter 720, Florida Statutes (the "Homeowners' Association Act") as they may be amended from time to time, and its successors and assigns.

**1.4 "Association Documents"** shall mean the Declaration, the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended.

**1.5 "Board"** shall mean the Board of Directors of the Association, whose duties shall be management of the affairs of the Association subject to this Declaration and Association Documents.

**1.6 "By-Laws"** shall mean and refer to the By-laws of Palma Sola Trace Villas Homeowner's Association, Inc., as may be amended from time to time. The By-Laws are attached to this Declaration as Exhibit C. Amendments to the By-laws shall be recorded in the Public Records.

**1.7 "CDD"** shall mean the Palma Sola Trace Community Development District, which is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes.

**1.8 "Commercial Vehicles"** shall mean those which are not designed and used customarily for personal or family purposes, and those vehicles which contain lettering or graphic design as advertisement. The absence of such lettering or graphic design shall not be dispositive as to whether it is a commercial vehicle. That determination is one for the Board of Directors. That determination shall be binding on an Owner.

**1.9 "Community-Wide Standards"**. "Community-Wide Standards" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties, as the same may exist from time to time. The Board of Directors may more specifically determine such standards. Community-Wide Standards shall be part of the Rules and Regulations.

**1.10 "Declaration"** shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

**1.11 "Dwelling"** shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

**1.12 "Financing Committee"** shall be appointed by the Association Board of Directors and shall be comprised of at least three (3) Members who are not officers, directors, or employees, or their family members.

**1.13 "Law"** shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers, or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or

subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

**1.14 "Lot"** shall mean and refer to a plot of land shown and identified upon any plat or re-plat of the Property or any portion thereof now or hereafter made subject to this Declaration, which is intended for use of one residential unit, together with any dwelling or structure located on such lot.

**1.15 "Master Association"** shall mean and refer to Palma Sola Trace Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns, which shall be the master property owners association for Palma Sola Trace, in accordance with the provisions of the Master Declaration hereinafter defined.

**1.16 "Master Declaration"** shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Palma Sola Trace as recorded at O.R. Book 2052, Page 2878 of the public records of Manatee County, Florida, as amended or supplemented from time to time.

**1.17 "Member"** shall mean a Member of the Association as set forth in Article III.

**1.18 "Mortgage"** shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

**1.19 "Owner"** shall mean and refer to the record title owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration as defined herein, each Lot shall be deemed to have one Owner. Owners shall not include any mortgagee, unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure. If a Lot is sold under a recorded contract for deed and the contract specifically so provides, such transaction shall be deemed a transfer of ownership for as long as such a contract remains in effect, and the purchaser (rather than the fee owner) shall be considered the Owner for the purpose of exercising all privileges of membership in the Association, and shall be considered the Owner responsible for all obligations relative to such Lot, provided, if such contract terminates, the fee owner shall be liable for all accrued and future obligations relating to such Lot.

**1.20 "Palma Sola Trace"** shall mean and refer to the master planned community known as Palma Sola Trace.

**1.21 "Person"** shall mean an individual, corporation, partnership, trust, or any other legal entity recognized as a person by the State of Florida.

**1.22 "Property"** shall mean all of the real property subject to this Declaration as described herein.

**1.23 "Public Records"** shall mean those documents filed for a record in the Public Records of Manatee County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real in Manatee County, Florida.

**1.24 "Recorded"** shall mean filed for recording in the Public Records of Manatee County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Manatee County, Florida.

**1.25 “Rules and Regulations”** shall mean the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time.

**1.26 “Structure”** shall mean any object or thing, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, landscaping, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

**1.27 “Villas Association Restrictions”** shall mean those deed restrictions contained in the Declaration that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Property and Association procedures.

## **ARTICLE II**

### **EASEMENTS AND MAINTENANCE RESPONSIBILITY**

**2.1 Blanket Easements.** The Association has a blanket easement over all of the Property for use and maintenance of all utilities and drainage for the service, maintenance and repair of any Dwelling(s), together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include reclaimed water, water, sewer, electric, cable television, telephone, natural gas, and storm water. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, residents, or other persons occupying or present upon said Lot.

#### **2.2 Maintenance.**

**a. Responsibility of Association.** The Association shall provide maintenance upon each Lot and each Lot is subject to an assessment for such maintenance, as the case may be, as follows: (i) the exclusive right to conduct exterior maintenance, including, but not limited to, the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of front yards, rear yards and side yards of Lots, trees, shrubs, landscaped areas including sidewalks, (ii) the exclusive right to painting and repair of exterior building surfaces, roofs, siding, downspouts, and gutters, which must be conducted as scheduled by the Association Board of Directors; (iii) the exclusive right to repair, replace, and maintain the utility easements located outside of the rear yard; (iv) the exclusive right to maintain irrigation systems in the yards on individual Lots; (v) the right of maintaining, replacing and annually pressure washing lead walks, and driveways. Exterior building surfaces shall be power washed in conjunction with painting (vi) the right to repair or replace any shared access sidewalks, however, shall not be responsible for the daily type maintenance of any shared entry access sidewalks. The Association’s duty of exterior maintenance does not include: glass surfaces; replacement of exterior doors; , repair or upkeep of fences or modifications to fences that were not part of the original construction of the improvement on the Lot by the builder, or cleaning of gutters, root pruning or repairs associated with roots. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner’s Lot within a reasonable time as specified below. If several lots sustain damage due to a hurricane, tornado or flood, the Board of Directors may determine the best option for repairs based on the requirements of the

community. Where it is stated herein the Association has the "exclusive right", it means the Owners of Lots shall not be required, or entitled, to conduct such activities except as set out in this Section, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property.

**b. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the right and duties established by this Declaration and the Master Association Declaration. Sanctions for violations of the rules, regulations, or restrictions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot or Lots, and suspension of the right to vote and the right to use Common Areas, and exclusion from the Properties of any invitee who fails to comply with the provisions of such Rules and Regulations. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided by law.

Except to the extent prohibited by law, the Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties.

**c. Responsibility of Owner.** The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair or replacement all glass surfaces on his/her Lot; (ii) replacement of exterior doors; (iii) cleaning of gutters; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (v) repair or replace any property whether upon such Owner's Lot or any other Lot, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such owner's family or household, any invitee of such Owner; (vi) the Owners of the Dwelling sharing any shared entry access sidewalks shall be jointly responsible for keeping the shared entry access sidewalks clean and stain free, and free from any impediments to pedestrian traffic; (vii) repair of exterior GFI systems; (viii) backflow system testing and repair; and (vii) pressure washing of driveways and sidewalks other than the annual cleaning provided by the Association. No Owner shall make any hole or penetration of any shared entry access sidewalks or impede another Owner's access to his or her Dwelling over any shared entry access sidewalks. Any Owner who causes damage to any shared entry access sidewalks through his or her acts or omissions, or through the acts or omissions of the Owner's tenants, guests, invitees or members of the Owner's household or family, shall be liable to the other Owner(s) of the shared entry access sidewalks for the cost of repairing such damage and restoring the shared entry access sidewalks and property of the other Owner(s) to the condition they were in immediately prior to such damage;

**d. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, windstorm, and other hazards covered by a standard extended coverage endorsement, and: (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Dwelling on the Lot, including but not limited to vandalism and malicious mischief.

**e. Failure of Owner to Repair.** The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any negligence or willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs any may assess by Specific Assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

**f. Exterior Maintenance Assessment.** As determined by the Board of Directors, Annual Exterior Maintenance Assessment will be imposed. The assessment will provide and be used for exterior maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including reserves for any and all of the foregoing shall be assessed by the Association as provided in this Declaration.

**2.3 Reciprocal Easements.** There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided herein; for common fences between Lots; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by the Association. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to make their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

**2.4 Access by Association.** The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner

shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is at a reasonable time, and in a peaceful and reasonable manner. The Association's agents, employees and contractors may exercise the Association's right of entry.

**2.5 Ingress/Egress Easement over Shared Entry Access Sidewalks.** An ingress/egress easement over the shared entry access sidewalks is hereby granted in favor of the Owners and the Association or their respective designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair, replacement and design of the shared entry access sidewalks within any portion of the Property.

**ARTICLE III**  
**PALMA SOLA TRACE VILLAS HOMEOWNER'S ASSOCIATION, INC.**

**3.1 Membership.**

a. Each Owner, by virtue of being an Owner of property subject to this Declaration, and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

b. The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**3.2 Voting.** The Association shall have one class of voting membership:

Members shall be all Owners, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted. Votes shall be cast in the manner set forth in the Bylaws.

**3.3 Services.** The Association may obtain and pay for the services of any Person or organization to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Villas Association Rules.

**3.4 Capital Improvements.** Except for the replacement or repair of the Villas mail kiosk, the Association may not expend funds for capital improvements without prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

**3.5 Personal Property.** The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

**3.6 Villas Association Rules, Regulations, and Restrictions.** The Members of the Association may, from time to time, adopt Use Restrictions regarding use of the Lots within the community, by amending this Declaration in accordance with the provisions of Article VI, Section 4. In addition to Use Restrictions contained in the Declaration, the Board from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Master Association Declaration. Such rules and regulations and use restrictions contained in Article XI may be more stringent, but not less, than the Master Declaration. These restrictions, rules, and regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules, regulations, or restrictions. The Board of Directors shall have the authority to pursue any and all available legal and equitable remedies for violations of the Association's restrictions, rules, and regulations, to the fullest extent allowed by law.

All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of the membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all-times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard to the extent required by law, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's restrictions, rules and regulations for the use of the Property, and all such persons shall comply with such restrictions, rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's restrictions, rules and regulations, such restriction or prohibition is self-executing until the Association promulgates restrictions, rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose. Use Restrictions adopted by the membership through amendment to this Declaration shall be deemed effective upon the recording of a Certificate of Amendment to the Declaration in the Public Records of Manatee County, Florida.

**3.7 Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called herein, or the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and



suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Villas Association Rules and Regulations. The Association may enforce, by mandatory injunction or otherwise, the provisions of this declaration, the Association Documents, and the Villas Association Rules and Regulations.

**3.8 Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners hereby agree, that the Association shall, indemnify each officer, director, committee member, employee, and management contractor from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

#### **ARTICLE IV ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.** An owner, regardless of how his or her title to the property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments and other amounts associated with the property that come due while he or she is the owner of the property. In addition, an owner is jointly and severally liable with the previous owner(s) for all unpaid assessments and other monetary amounts associated with the property that came due up to the time of transfer of title, except as otherwise may be limited by law. This liability is without prejudice to any right the present owner may have to recover from the previous owner any amounts paid by the present owner. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) annual assessments or chargers, hereinafter referred to as "Annual Assessments" including the Annual Exterior Maintenance Assessment, (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments". The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due and are the obligation of all successors in title.

**4.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the Architectural Control Committee; the payment of operating costs and expenses of the Association; Exterior Maintenance Assessment as set out in Article II; and the payment of all principal and interest when due and all debts owed by the Association.

**4.3 Maximum Annual Assessment.** At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the

assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein if the Board receives, within twenty-one (21) days after adoption of the annual budget by the Board, a written request for a special members meeting from at least ten percent (10%) of all voting interests. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. If no quorum can be reached at the meeting, or if a majority of the Members cannot agree on a replacement budget, the budget approved by the Board shall go into effect. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees.

**4.4 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the Annual Assessment authorized above, the Association may Levy Special Assessments as follows:

In an assessment year, a Special Assessment (in addition to the Annual Assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement required to be maintained by the Association, or to provide sufficient funds due to an unexpected budget shortfall, may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installment (with or without interests), as the Board determines.

**4.5 Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to this Declaration or the Homeowners' Association Act, for the actions of any Owner, or guest, invitee, or family member of such Owner. This shall also include payment for water or sewer utility services as may be necessary.

**4.6 Notice and Quorum for Any Action Authorized Under Article IV.** Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 14 days, in advance of the meeting; and for all other Assessments notice shall be sent as required by law.

**4.7 Uniform Rate of Assessment.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected monthly or in any other manner determined by the Board. Any improvement approved by the Association on a Lot that causes the Association

to incur additional expenses, shall have such costs assessed against the Lot requiring the additional item or service.

**4.8 Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**4.9 Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within the time period required by law, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate as provided by the Homeowners' Association Act.

**4.10 Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings) are secured by a continuing lien on such Lot in favor of the Association. The lien is effective from and shall relate back to the date on which the original declaration of the community was recorded, unless otherwise limited by law. As to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Manatee County, Florida, unless otherwise provided by law. The lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the lien before entry of a certificate of title, as well as interest, late fees, and reasonable costs and attorney's fees incurred incident to the collection process and for protecting the Association's interests. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against and Lot to further evidence the lien established by this Declaration.

**4.11 Effect of Nonpayment of Assessments: Remedies of the Association.** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. Assessments are subject to late fees in an amount up to \$25.00 or five percent (5%) of each delinquent installment, whichever is higher (unless a higher amount is allowed by law and approved by the Board) and costs of collection thereof including attorney's fees, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgement for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise impair the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

**4.12 Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien. The liability of a first mortgagee for amounts that accrue with respect to any lot prior to the first mortgagee obtaining title shall be limited only to the extent required by applicable law. Unless otherwise set forth in the Homeowners' Association Act, the liability of a first mortgagee who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that came due before the first mortgagee's acquisition of title shall be the lesser of the unpaid common expenses and regular or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title, or one percent (1%) of the original mortgage debt. This limitation applies only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgage foreclosure action. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot.

**4.13 Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

**4.14 Special Assessments.** Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Manatee County.

**4.15 Suspension of Voting Rights.** In addition to the foregoing remedies, the Association may also suspend the voting rights of any Member for the nonpayment of any monetary obligations that are delinquent in excess of ninety (90) days. A voting interest which has been suspended shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under applicable law or pursuant to the Association's Documents. No hearing is required for suspension of voting rights, but such suspension shall be approved by the Board at a duly noticed Board meeting, and the Board shall provide written notice to the owner regarding the suspension.

**4.16 Tenant Rent Demand.** In addition to the collection authority provided herein and in accordance with the Homeowners' Association Act, if a home is occupied by a tenant and the owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments, and to continue to make such payments until all monetary obligations related to the lot have been paid in full. The tenant must pay the rent directly to the Association until the Association releases the tenant from payment or the tenant discontinues tenancy in the home. The tenant rent demand procedures shall comply with the requirements of the Homeowners' Association Act. In the event the tenant fails to make the payments, the Association may issue notice and sue for eviction under applicable law, but the Association is not otherwise considered a landlord under the law and has no obligations as a landlord.

**4.17 Application of Payments.** Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, accord and satisfaction language, or instruction placed on or accompanying a payment.

## **ARTICLE V ARCHITECTURAL CONTROL COMMITTEE**

**5.1 Creation and Composition.** The Association shall have the right, power, authority, and obligations to establish an Architectural Control Committee ("ACC") as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such ACC shall act. ACC requirements will be equal to or greater than those specified by the Master Association DRC. ACC members serve two-year terms with yearly board of director approval. One Association Director shall act as a non-voting liaison to the ACC and provide clarification and guidance as required.

**5.2 Design Standards.** The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;

(ii) governing the procedure for such submission of plans and specifications; and

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.

(iv) establishing guidelines for approval of landscaping changes, including modifications of maintenance responsibilities of landscaping and fences on an individual lot, if approved by the Architectural Control Committee. If an Owner makes modifications in responsibilities pursuant to a request, no reduction in the annual assessment will be granted to the affected Owner.

(v) establishing guidelines for maintenance of structures, including roof replacement. Generally, exterior modifications to the structures or installation of fences are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provision of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

(vi) If the addition of landscaping or material objects cause the Association to incur additional charges, the owner may be responsible for the additional expense.

**5.3 Review and Approval of Plans and Other Items.** No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height,

materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Palma Sola Trace Villas, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished, ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping or fences may be added to any Lot without approval of the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee to be maintained with the Association's Official Records and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its direction, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. As a condition of approval, the Association may levy a specific assessment against such Lot, either one time or ongoing, for additional maintenance caused by the change or alteration.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Association nor the Architectural Control Committee shall be liable for damage.

In regards to any plans and specifications approved by the Architectural Control Committee neither the Association, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, not for any structural defects in any work done according to such plans and specifications not for the failure of the plans and specifications to comply with any Law. Further, neither the Association, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgement, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner for any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 5.4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason or such entry or inspection.

**5.4 Certification by Architectural Control Committee.** At the request of any Owner, the Association from time to time will issue, without charge, a written certificate that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

**5.5 Violations.** If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. The Board shall also have the authority to impose fines for non-compliance. The amount of the fine will be determined by the Board of Directors based on the severity of the violation, and forwarded to the fining committee for confirmation or rejection in accordance with the provisions of the Homeowners' Association Act. Fines may be imposed up to the maximum amount allowed by law.

**5.6 Variance.** The Association may authorize variances for compliance with any of its guidelines and procedures set forth in the ACC Review Manual when circumstances such as topography, natural obstructions, hardship, privacy, or aesthetic or environmental considerations require. Such variances may be granted only when unique circumstances dictate, and no variance shall be (a) contrary to the restrictions set forth in the body of this Declaration, or (b) stop the Association from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

## **ARTICLE VI GENERAL PROVISIONS**

**6.1 Enforcement.** Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration, as well as other rules, regulations, and standards adopted by the Association. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association, the Master Association, or any Lot Owner shall have the right in addition to procedures set out in Article V, Section 5 and the Master Association Documents, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including

reasonable attorneys' fees and paralegal fees together with the applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Association, the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association has the right, through its agents and employees, to enter at all reasonable times upon any Lot, Dwelling or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorney's fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

**a. Fines.** The Board of Directors shall have the power to (a) impose reasonable fines, of up to \$100 per day, unless a higher daily amount is permitted by law and approved by the Board, not to exceed ten thousand dollars (\$10,000) per violation; (b) preclude contractors, subcontractors, agents, and other invitees of an Owner or occupant from Palma Sola Trace for violation of any duty imposed under the Declaration, these By-Laws, the Rules and Regulations, or the Design Review Manual; (c) suspend the right of an Owner including family and invitees to use the Common Areas. In the event that any occupant of an Owner's Lot violates the Declaration, these By-Laws, the Rules and Regulations, or the Design Review Manual, Fines may be levied on a periodic basis for continuing violations, each such day or period being deemed a separate violation. Unpaid fines shall constitute a lien to the extent permitted by law. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

**b. Fining Rules and Procedures**

1. Rules and procedures shall be adopted by the Board of Directors to implement the requirements of Florida Statute Section 720.305, as amended from time to time, and may be changed from time to time by vote of the Board of Directors.

2. These procedures do not preclude other legal rights of the Master Association, Villas Association or an individual.

3. Any individual, committee, or the management company may bring an alleged violation to the attention of a member of the Board of Directors. The violation may arise from the conduct of an owner, occupant, licensee or invitee.

4. If the Board of Directors decides to fine the homeowner, it shall also specify the amount of the fine. However, the Board of Directors may not impose the fine unless the amount of the fine is confirmed by a committee appointed by the Board of Directors as otherwise provided in the rules and regulations based on Florida Statute, Section 720.305.

5. Fining Committee composition: Must be a committee of at least three Association members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

6. Fines or restrictions of access to common amenities that are part of those fines are assessed against the unit owner and/or the tenant, guest, or invitee; fines can be assessed due to violations perpetrated by the owner, tenant, guest or invitee of the unit.



7. In accordance with the Master Palma Sola Trace Master Association Documents and Neighborhood Palma Sola Trace Association Documents, a Neighborhood Association may request the Master Palma Sola Trace Association's assistance with fines that include access restrictions to Common Amenities provided the Association has met all statutory procedures. Any changes to current rules and fine schedules will be sent to all owners via mail or electronic transmission prior to implementation.

c. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration or these By-Laws or the Rules and Regulations by self-help or by suit at law or inequity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorney's fees actually incurred by the Association.

d. **Mandatory Mediation.** In accordance with Section 720.311(2), Florida Statutes, certain disputes between the Association and an Owner are subject to mandatory pre-suit mediation procedures.

**6.2 Severability.** If any term or provision of this Declaration or the Association Documents or the application thereof to an Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be servable.

**6.3 Duration.** This Declaration, inclusive of all easements reserves by or on behalf of the Association or Master Association shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Public Records of Manatee County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of 67% of the Owners of the Lots has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change this Declaration in whole or in part.

**6.4 Amendment.** This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded to be effective. A proposal to amend the Declaration must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken with hyphens. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text."

**6.5 Amplification.** The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. The Association intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily

results, however, Association intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

**6.6 Permission.** When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Association, such permission or consent shall only be deemed given when it is in written form, executed by the Association.

**6.7 Applicable Law.** The law of the State of Florida shall govern the terms and conditions of this Declaration.

**6.8 Definitions.** Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

**6.9 Captions.** The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or constructed as in any manner limiting the terms and provisions of this Declaration to which they relate.

**6.10 Notice.** Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

**6.11 Community Development District.** Certain portions of the Property are subject to the Palma Sola Trace Community Development District, a special purpose unit of local government created pursuant to Florida Statutes, Chapter 190. The powers, duties, and responsibilities of the CDD are outlined in the Master Declaration.

## **ARTICLE VII** **DISCLAIMER OF LIABILITY OF ASSOCIATION**

**7.1 Acceptance of Deed.** By acceptance of a deed to a Lot within the Property, Owner agrees that the Association has no obligations whatsoever for providing protection to persons on the Property. Owner further agrees that the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas.

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other documents governing or binding the Association (collectively the "Association Documents"), neither the Association nor any officer or employee thereof shall be liable or responsible for, in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of Palma Sola Trace Villas including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

a. it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the solo purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

b. the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Manatee County, the City of Bradenton and/or any other jurisdiction or the preventions of tortious activities; and

c. any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making an use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractor, successors and assigns.

## **ARTICLE VIII**

### **PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS**

**8.1 General Rules of Law to Apply.** Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for attached units, are considered to be a party wall, fence or roof. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences and roofs.

**8.2 Destruction by Fire or Other Casualty.** If a party wall, fence or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall, fence or roof may restore it; and, if other Owners thereafter make use of the wall, fence or roof, they shall contribute to the cost of restoration in proportion to their use based on the number of users, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**8.3 Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall, fence or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**8.4 Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

**ARTICLE IX**  
**OWNERSHIP IN PALMA SOLA TRACE**

**9.1 Master Declaration.** By taking title to a Lot, each Owner also becomes subject to the terms and conditions of the Master Declaration for the Master Association. Among other things, that document provides that an Owner shall become a member of the Master Association; shall acquire certain property rights to common areas within Palma Sola Trace; and shall become subject to the assessments of the Master Association.

**9.2 Membership in Master Association.** In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members in the Master Association.

**9.3 Required Disclosure.** Each contract for the initial sale of a Lot and/or home within the Property shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

THE CDD MAY IMPOSE AND LEVY TAXES, OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY, THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITEIS AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

**ARTICLE X USE RESTRICTIONS**

The Property shall be used for purposes as may be permitted by the applicable governmental approvals and ordinances, and this Declaration and any amendments or Supplements hereto, and any duly promulgated Rules and Regulations. Any Supplemental Declaration or additional covenants imposed on the Property within the Palma Sola Trace Villas Association Documents, Rules or Regulations may impose stricter standards than those contained in Master Association Documents. The Board of Directors shall possess the standing, power, and right to enforce standards imposed by Palma Sola Trace Villas Association Documents.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. The use restrictions set forth in this Section shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the Members percentage necessary to amend the documents as set forth in Article VI, Section 4. Any such modifications or cancellation shall be recorded in the Public Records as an amendment to this Declaration. Such regulations and use restrictions shall be binding upon all Owners and occupants of Lots. Notwithstanding anything to the contrary herein.

**10.1 Occupants Bound.** All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall apply to all occupants, guests, invitees and

lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties (including improvements thereto) caused by such occupants, guests, invitees and lessees, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

**10.2 Parking and Vehicular Restrictions.** Parking in the Properties (other than in enclosed garages) shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "**commercial vehicles**" (as defined below) on a Lot, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No vehicle shall be left covered in a driveway for a period exceeding twenty-four (24) hours.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties, except for temporary loading, unloading (for these purposes 24 hours temporary parking shall be authorized) in spaces for some or all of the above specifically designated by the Association, if any, and in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas, which is deemed a nuisance by the Board. For purposes of this Section, "**commercial vehicles**" shall mean those, which are not designed and used customarily for personal/family purposes, and those vehicles, which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding on an Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use, or providing pick-up and delivery and other commercial services. No parking on lawns or grass area between the street and the sidewalk shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle (i) remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, or (ii) otherwise impedes use of the Common Areas for their intended purpose. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "**vehicle**" shall also mean campers, mobile homes, trailers, etc. By acquisition of title to a Lot, the Owner provides to the Association the irrevocable right to tow vehicles parked or within the Properties which are in violation of this Declaration. An affidavit of the person posting the previously mentioned notice stating that it was properly posted shall be conclusive evidence of proper posting.

Vehicles not licensed for street use (such as by way of example, go-carts, ATV's, dirt bikes, etc.) shall not be driven within the Properties.

**10.3 Animals and Pets.** No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion (which may be different based on Lot size and/or home type), provided they are not permitted to roam the Property. All pets shall be controlled by their Owner at all times and shall be leashed when not on the Owner's Lot and within an enclosed area. Those pets which, in the sole discretion of the Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request; provided, however, if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred or maintained on any Lots for commercial purposes. An Owner's household pets shall be confined on a leash no greater than eight (8) feet in length or carried by a responsible person at all times whenever outside the boundaries of the Owner's Lot. All owners and persons bringing a pet onto the property shall be responsible for immediate removal of solid waste of the pet.

**10.4 Nuisances.** No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants, animals, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

**10.5 Hazardous Materials.** Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

**10.6 Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties, except in containers located in appropriate areas, if any, and in all events, such containers shall not be visible from any of the Properties, except for the minimum time necessary for its collection. If applicable, household trash and landscape waste shall be placed curbside no earlier than dusk the day prior to collection. Empty receptacles shall be removed from curbside by 11:59 P.M. on the day of collection. Trash receptacles shall be kept within enclosed garages. Said restriction shall not apply to construction sites. No odor shall be permitted to arise therefrom to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree

clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties. Appliance or large item pickups by the City of Bradenton should be so marked, and identified with the words "Special Pickup" for the pickup date and should be placed curbside after 5 p.m. the day prior to anticipated pickup.

**10.7 Unightly or Unkempt Conditions.** It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from Common Areas or other Lots.

**10.8 Outside Installations.**

**10.8.1. Kiosk Mail.** Each owner shall be furnished a postal box located in the kiosk, adjacent to the clubhouse. The box number shall be the owners lot number. The owner shall be responsible for lock repair and key replacement.

**10.8.2. Lots.** No radio station or shortwave operations of any kind shall operate from any Lot. As provided under applicable federal law, certain antennae, aerials, satellite dishes and other reception apparatus may be installed on an Owner's Lot without architectural approval by the ACC, provided, the Association may require:

**10.8.2.1.** to the extent feasible, that any such improvements be in a location on such Lot, which is not visible from the street;

**10.8.2.2.** that any such improvements be relocated or screened for safety reasons; or,

**10.8.2.3.** that any such improvements be relocated or painted to maintain the aesthetic appearance of the Property. Provided, however, unless required for safety reasons, any such relocation or screening of such improvements shall not unreasonably delay or prevent the use thereof, unreasonably increase the cost thereof, or preclude the Owner of the Lot from receiving an acceptable quality signal therefrom. Owners are encouraged to review a proposed installation with the ACC prior to the start of installation.

**10.9 Subdivision of Lot and Time Sharing.** No Lot shall be subdivided or its boundary lines changed. Except as may otherwise be provided by Supplemental Declaration, in the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder.

No Lot shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed, or floating, time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common, nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary herein contained.

**10.10 Weapons.** The use and discharge of weapons within the Properties is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, paint ball guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

**10.11 Irrigation.** No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, with the exception of the Association who may draw water from the lakes for purposes of irrigation of Common Areas. Irrigation wells are prohibited for Lots. The source of irrigation water for the Lots will be non-potable water received from Manatee County Utilities. Irrigation systems for each Owner's Lot shall be installed and maintained by the Association as part of its landscape maintenance to Lots. Adjustment of irrigation timers by Owners is prohibited.

**10.12 Tents, Trailers and Temporary Structures.** Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding or other structure of a temporary nature shall be placed upon any Lot.

**10.13 Insurance Rates.** Nothing shall be done or kept at the Villa mail kiosk or surrounding area that will increase the rate of insurance to this property.

**10.14 Site Distance at Intersections.** All property located at street intersections shall be landscaped to permit clear sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Association Board of Directors.

**10.15 Utility Lines.** No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property as the same exist on the date hereof.

**10.16 Wetlands, Lakes and Water Bodies-** All lakes, ponds and streams within the Properties, if any, shall be designated as aesthetic amenities only. No swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted, unless specifically authorized by the owner of the lakes, ponds and streams. One (1) or more areas within the Properties may be designated as a conservation or preservation tract or buffer area, or may otherwise be subjected to a conservation easement for the purposes of protection of wetlands, protected and endangered species and valuable habitat. Use of such protected areas is restricted and may be used only as use is permitted by owner of such property. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use or creeks, ponds or streams within the Properties.

**10.17. Recreational Facilities.** Any pool, playground, or other recreation areas furnished by the Master Association, the Villas Association, the CDD, or erected within the Properties, shall be used at the risk of the user, and neither Master Association nor Villas Association, nor the CDD, shall be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof. Each Owner agrees to indemnify, defend and hold harmless the Master Association, the Villas Association, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any recreational facilities furnished by the Master Association or Villas Association or the



CDD by the Owner, his family members, guests, lessees and invitees. During rented clubhouse events, Owner, his family members, guests, lessees and invitees may not be permitted full use of the facilities.

**10.18 Business Use.** No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of Lot and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

**10.19 Leasing of Lots.** Lots may be leased consistent with provisions contained here within.

**10.19.1 Definition.** "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

**10.19.2 Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. Except as otherwise required by law, the tenants must be the lessee and his/her family within the first degree of relationship by blood, adoption or marriage. The minimum lease term for any Lot within the Properties is one (1) year. Owners shall provide to the Association a copy of each Lot lease agreement within thirty (30) days of lease having been approved by the Association. The lease shall also indicate a commencement and a termination date for the lease. There shall be no further subleasing of Lots or assignment of leases unless the Board of Directors has been notified with a copy of the lease thirty (30) days prior to commencement of the lease.

**10.19.3 Rental/Lease Cap Policy.** It is the policy of the Association to cap the number of rental/lease units within the Palma Sola Trace Villa Neighborhood for the following reasons:

(a) To reinforce the ability of buyers to secure mortgage financing by encouraging owner occupied units and (b) to reduce the negative effect rental/lease housing may have upon Villa values in the Association and, (c) to enact rules and regulations that help achieve these goals.

**10.19.4 Rental/Lease Units Capped.** From the effective date forward, only 15% of the 126 Villa Units within the Palma Sola Trace Villas HOA may be rented/leased or subleased with exception of those described in Item 19.5.

**10.19.5 Rentals/Leases Grandfathered for One Year.** All units that are rented/leased at the time this policy is adopted are permitted to continue as rentals/leases for no more than one year from the effective date of the policy. To qualify, the Owner of a rented unit must provide the Board a copy of the written Rental Agreement, tenant name and contact information within 10 days of the effective date of this policy. If a qualifying tenant moves during this one-year period, the unit owner is subject to the Rental/Lease requirements stated in this policy.

**10.19.6 Violation and Enforcement.** If an Owner violates this policy by renting a unit after the effective date of this policy, and the rental cap exceeds 15%, the rental agreement is subject to immediate termination and a fine will be levied against the unit owner until the tenant is vacated.

**10.20 Septic Tanks.** No Septic tanks are permitted on any portion of the property.

**10.21 Wells and Drainage.** No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Master Association, the Association, or the CDD may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. The Association hereby reserves for itself, and the CDD a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of the Property.

**10.22 Sale of Homes.** No person shall interfere with the sale of homes within the Properties. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF SIGNS DEEMED BY THE BOARD OF DIRECTORS TO BE OFFENSIVE OR NOT IN THE BEST INTERESTS OF THE DEVELOPMENT, SALE AND ENJOYMENT OF PALMA SOLA TRACE ARE STRICTLY PROHIBITED AND, UPON NOTICE, SUCH SIGNS SHALL BE PROMPTLY REMOVED. UPON NOTICE, THE ASSOCIATION HAS THE RIGHT TO REMOVE OFFENSIVE SIGNS, EVEN IF ON PRIVATE PROPERTY, THE EXERCISE OF WHICH SHALL NOT BE DEEMED A TRESPASS.

**10.23. Approval by ACC.** The following USE RESTRICTIONS are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the ACC in accordance with ARTICLE V. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with ARTICLE V.

**10.24. Signs.** Signage shall be allowed as provided in the ACC Manual. No sign shall be nailed or otherwise attached to trees or buildings.

**10.25. Driveways and Walkways.** All driveways and walkways shall be maintained in the style and color originally established or approved in accordance with ARTICLE V.

**10.26 Pools.** No above-ground pools shall be erected, constructed or installed on any Lot, except that above-ground pools which are integrated within the construction of a building or

decking around the building, and above-ground spas or Jacuzzi's may be permitted, if approved in accordance with ARTICLE V.

**10.27. Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the ACC. All air conditioning units shall be placed at the side or rear of a Lot and shall be screened from view of Common Property and adjacent Lots.

**10.28. Exterior Lighting.** All exterior lights must be approved in accordance with ARTICLE V, with the exception of Seasonal Christmas or Holiday Decorative Lights, which may only be displayed between Thanksgiving and January 10th and are not permitted to remain fixed on the Property outside of these dates designated for display.

**10.29. Exterior Sculptures and Similar Items; Flags; Artificial Vegetation.** All exterior sculpture, fountains, flags and similar items must follow requirements set by the ACC for the time and type of display. Artificial, non-living vegetation is not allowed except as specified in the ACC Manual.

**10.30 Energy Conservation Equipment.** No solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot, unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with ARTICLE V. Villa Owners will be responsible for additional roofing costs generated by solar equipment. Solar policy shall be in accordance with Article V.

**10.31 Fences.** No dog runs, animal pens or fences of any kind shall be permitted on any Lot, except as approved in accordance with ARTICLE V. Owners other than those identified in Section 2.2(a) shall be responsible for painting and maintenance of fences in a condition acceptable to the Board.

**10.32 On-Site Fuel Storage.** On-site storage of gasoline or other fuels must be in compliance with regulations by the Association for said storage. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

**10.33 Play Equipment and Miscellaneous Items.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain visible from adjacent property when not in use.

**10.34 Window Coverings.** All windows on any structure that are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, as approved pursuant to ARTICLE V. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building, except for shutters originally installed by the builder, unless first approved in accordance with ARTICLE V. Temporary storm shutters are permitted but are subject to the limitations contained in the ACC Design Review Manual. Permanent storm shutters are permitted only when incorporated into the design of the home and approved by the ACC.

**10.35 Pool Enclosures.** Screened pool enclosures shall comply with the ACC Design Review Manual. Screen enclosures shall be integrated within the principal structure and shall be subject to design and approval of appearance (color, style, etc.) by the ACC.

**10.36 Access Ramps.** Any Owner may construct an access ramp if a resident or occupant of the residence meets the legal requirements under applicable fair housing laws based on a disability that requires a ramp for egress and ingress under the following conditions: (1) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable and be reasonably sized to fit the intended use; (2) Plans for the ramp must be submitted in advance to the ACC. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces; (3) The Association is authorized, to the extent allowed by applicable fair housing laws, to request verification of the asserted disability and need for the accommodation to the fullest extent permitted by law.

**CERTIFICATE OF AMENDMENT**

The undersigned officer of the Palma Sola Trace Villas Homeowner's Association, Inc., a Florida not-for-profit corporation, hereby certifies that the Amended and Restated Declaration was approved and adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 27<sup>th</sup> day of September, 2019.

**PALMA SOLA TRACE VILLAS HOMEOWNER'S ASSOCIATION, INC.**

Witnesses:

Signed by: [Signature]  
Print Name and Title: RONALD FERRENTI President

Signed: [Signature]  
Print Name: JUNE WIMMY

Signed: [Signature]  
Print Name: ELLEN BROWN

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2019, by Ronald Ferrenti, as President of the Palma Sola Trace Villas Homeowner's Association, Inc. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Print Name: Ellen Brown  
Date: 9/27/19  
My Commission Expires: July 18, 2021



**BK 2276 PG 1864 (29 of 51)**

**EXHIBIT A**

**Legal Description**

Lots 1 through 126, inclusive, PALMA SOLA TRACE, according the plat thereof, recorded in Plat Book 46, Page 146, of the Public Records of Manatee County, Florida.

Together with those certain easements for ingress and egress, utilities and use of common properties created by the Declaration of Covenants, Restrictions, and Easements recorded in Official Records Book 2052, at Page 6448, of the Public Records of Manatee County, Florida

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
PALMA SOLA TRACE VILLAS HOMEOWNER'S ASSOCIATION, INC.**

**A Florida Corporation Not for Profit**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I  
NAME**

The name of this corporation is Palma Sola Trace Villas Homeowner's Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

**ARTICLE II  
OFFICE AND REGISTERED AGENT**

This Association's registered office is 4301 32<sup>ND</sup> Street West, Suite A-20, Bradenton, FL 34205, and its registered agent is currently Rick Weller, Esquire, who has an office at 1401 8<sup>th</sup> Avenue West, Bradenton, Florida 34205. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III  
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of property (hereafter called the Property) in Manatee County, Florida and more particularly described as Palma Sola Trace Villas.

**ARTICLE IV  
POWERS**

Without limitation this Association is empowered to:

a. Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded in the Public Records of Manatee County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

b. Property. In any lawful manner acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

EXHIBIT B

c. **Assessments.** Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expand the proceeds of assessments in the exercise of its power and duties hereunder.

d. **Costs.** Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance of facilities.

e. **Borrowing.** Borrow money and, with the approval of two-thirds of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interest in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

f. **Dedications.** With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.

g. **Mergers.** With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

h. **Rules.** From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area, consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.

i. **General.** Have and exercise all common law rights, powers and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonable necessary to effectuate the exercise of any right, power, or privilege so granted.

j. **Enforcement.** To enforce by legal means the obligation of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Common Area with respect to the use and maintenance thereof; to sue and be sued.

## **ARTICLE V MEMBERSHIP**

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.



**ARTICLE VI  
VOTING RIGHTS**

The Association shall have one class of voting membership. Each member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes shall be cast in the manner set forth in the By-Laws.

**ARTICLE VII  
BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors, and the number and term of such Directors shall be as set forth in the By-Laws. The Directors shall be elected as set forth in the By-Laws and as required by applicable law.

**ARTICLE VIII  
INCORPORATOR**

The name and residence of the incorporator is:

Name: Judith L. James  
Address: 325 South Boulevard  
Tampa, Florida 33606

**ARTICLE IX  
DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

**ARTICLE X  
DURATION**

This Association exists perpetually.

**ARTICLE XI  
BY-LAWS**

The By-Laws may be altered, amended, or rescinded in the manner set forth in the By-Laws.

**ARTICLE XII  
AMENDMENTS**

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two-thirds (2/3) of the entire membership, except as to those provisions for Amendment which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

**ARTICLE XIII  
INTERPRETATION**

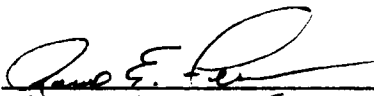
Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, the undersigned authorized officer of the Association signed this certificate adopting the Amended and Restated Articles of Incorporation on this 27<sup>th</sup> day of September, 2019.

Signed, sealed and delivered

Palma Sola Trace Villas  
Homeowner's Association, Inc.  
a Florida not-for-profit corporation

in the presence of:

By:   
Print Name: RONALD FERRANT  
Print Title: PRESIDENT

**AMENDED AND RESTATED BYLAWS  
OF  
PALMA SOLA TRACE VILLAS HOMEOWNER'S ASSOCIATION, INC.**

These are the Amended and Restated Bylaws for the Palma Sola Trace Villas Homeowner's Association, Inc. (the "Association"). The Association has been organized for the purpose of maintain, preserving, managing and exercising architectural control over the property located in the Manatee County, Florida, and otherwise administering the terms of the Declaration of Covenants, Conditions, Restrictions and Easements of Palma Sola Trace Villas (the "Declaration"), as it may be amended from time to time. The Original Declaration was recorded in Official Record Book 2102, Page 547, of the Public Records of Manatee County, Florida. The Association is governed by Chapter 720, *Florida Statutes* (the "Homeowners' Association Act"), as it may be amended from time to time.

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is Palma Sola Trace Villas Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4301 32<sup>nd</sup> Street West, Bradenton, Florida 34205, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Manatee County, Florida as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Palma Sola Trace Villas (Declaration) are hereby incorporated by reference.

**ARTICLE III  
MEETINGS OF MEMBERS AND VOTING**

**Section 1. Annual Members' Meetings.** An annual meeting of the members shall be held once every calendar year, as established by the Board of Directors. Members shall elect directors of the Association at each annual meeting, and conduct other business as may be properly brought before the meeting.

**Section 2. Special Members' Meetings.** The President of the Association may call special meetings of the Members. In addition, it shall be the duty of the President to call a special meeting of the Members if so directed by resolution of a majority of the Board of Directors, or upon a petition signed by the Members representing at least ten percent (10%) of the Owners. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 3. Notice of Members' Meetings.** The Association shall give all members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by affidavit executed by the person providing the notice and filed

EXHIBIT 

upon execution among the official records of the Association. Such notice shall specify the place, day and hour of the meeting, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum for Members' Meetings.** Except as otherwise provide in these By-Laws or in the Declaration, the presence, in person or by proxy, of Members representing twenty percent (20%) of the Owners shall constitute a quorum at all meetings of the Association.

**Section 5. Adjournment of Meetings.** If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which could have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed in Section 3 of this Article III; however, such notice shall be subject to the time constraints of this Section 5.

**Section 6. Proxies.** At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which is was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the homeowners.

**Section 7. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting. The Board of Directors may establish policies and rules for conduct at meetings, including reasonable time limits, for member comments.

**Section 8. Recording.** Any Member may tape record or videotape meetings of the Board of Directors or Members' meetings. The Board of Directors may adopt reasonable rules governing the taping of meetings.

**Section 9. Right to Speak.** Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Members have the right to speak for at least three (3) minutes on any item, provided that the Member submits, prior to the meeting, a written request to speak. The Board of Directors may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements.

**Section 10. Qualifications of Members.** Those individuals, corporations, partnerships, trusts or other legal entities who own a recorded interest in a Lot shall be members of the Association. This Association will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers.

**Section 11. Voting**

(a) **Voting Rights of Members.** Each Lot shall be entitled to one (1) vote on each matter brought before the membership of the Association, which vote shall be cast by the voting representative designated in the records of the Association and in accordance with these Bylaws. No vote may be divided, and no fractional vote shall be cast.

(b) **Voting Representatives.** If the Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot. If a Lot has multiple owners, either as co-tenants or joint tenants, any owner shall have the authority to cast the vote for the Lot; however, in the event that the owners do not agree on the manner in which the vote is to be cast, the vote shall not be counted. If the Lot is owned by a partnership, corporation, LLC, or similar legal entity, the owner shall provide written notice to the Association regarding the individual that is authorized to cast the vote on behalf of the Lot, signed by the President, the general partner, or a managing member of the LLC. If a Lot is owned by a Trust, the Trustee shall have the authority to cast the vote. If there are multiple trustees, they shall be treated as multiple owners described above.

**Section 12. Action by Members Without a Meeting.** Any action required by law or the Association Documents to be taken at any annual or special meeting of membership, or any action which may be taken at such annual or special meeting may be taken without a meeting, in accordance with Section 617.0701, *Florida Statutes*, as it may be amended from time to time.

#### ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF NOTICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of Directors consisting of five (5) members.

**Section 2. Term of Office.** Each Director shall be elected to serve a term of two (2) years, except as otherwise provided herein. At the first election following the effective date of this provision, the two candidates that receive the first and second highest number of votes shall be elected to serve terms of two (2) years, and the candidates receiving the third, fourth, and fifth highest number of votes shall be elected to serve one (1) year terms. Thereafter, all directors shall be elected to serve two-year terms to ensure staggered elections. An election shall not be required unless there are more eligible candidates than vacancies exist.

**Section 3. Removal and Resignation.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in accordance with the requirements of Chapter 720 of the Florida Statutes, at a meeting of the membership called for such purpose, or by agreement in writing or by written ballot without a membership meeting. A director may resign from the Board by providing written notification of such resignation to the Board, and such resignation shall become effective immediately upon receipt of said written notification or at such later date as may be specified in the notification. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, unless otherwise required by law, and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director or officer shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his duties.

**Section 5. Qualifications of Directors.** The qualifications for becoming and remaining a director of this Association are as follows:

(a) Notwithstanding any provision to the contrary, all Directors must be Members of the Association, spouses of a member of the association, or a resident of the member's household that shares a relationship similar to a spousal relationship with the member. An officer of any corporate owner, a member of an LLC owner, trustees of trusts that have title to a Lot, and a general partner of any partnership owner shall be deemed Members for the purposes of qualifying for election to the Board of Directors. All Directors shall be members of the Association and must be at least eighteen (18) years of age or older. Unless otherwise prohibited by law, the following are not eligible for board membership: 1) a person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the ballot; 2) a person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony in Florida, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board; 3) a person who is otherwise disqualified for board membership pursuant to the Association Documents or applicable law.

(b) Unless otherwise required by law, within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Association Documents; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of such written certification, within ninety (90) days after being elected or appointed to the Board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a state-approved education provider within one (1) year before or ninety (90) days after the date of the election or appointment. The written certification or educational certificate shall be retained by the Association for at least five (5) years. The failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

## ARTICLE V ELECTION OF DIRECTORS

**Section 1. Nomination.** Eligible individuals wishing to run for the Board shall notify the Association of their wish to be a candidate for the Board of Directors within the deadline for candidate notification set by the board. Because the election process allows candidates to be nominated in advance of the election, the Association shall not allow nominations from the floor at the election meeting. The Board may adopt additional procedures regarding the advance nomination process.

**Section 2. Election.** Election to the Board of Directors shall be by written ballot or limited proxy. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of this Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Owners

may also opt-in to vote pursuant to the electronic voting procedures as adopted by the Board pursuant to Section 720.317, Florida Statutes.

**Section 3. Use of Proxy.** For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners, via a limited proxy ballot, or via electronic voting under procedures established by the Board of Directors.

## **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 1. Board Meetings.** Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The organizational meeting of the Board of Directors shall take place after each election for the purposes of electing officers and conducting other duly noticed business. At the first board meeting, excluding the organizational meeting, which follows the annual meeting of the members, the board shall consider the desirability of filing notices to preserve the covenants or restrictions affecting the community or association from extinguishment under the Marketable Record Title Act, chapter 712, and to authorize and direct the appropriate officer to file notice in accordance with Section 720.3032 of the Homeowners' Association Act.

**Section 2. Special Board Meetings.** Special Meetings of the Board of Directors shall be held when called by the president of the Association, or by a majority of the directors, after not less than forty-eight (48) hours' notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board. If twenty percent (20%) of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, if the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A board or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the board or committee members attending in person as well as by any owners present at a meeting. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

**Section 4. Action Without a Meeting.** Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

### **Section 5. Notice to Members.**

a. Meetings of the Board of Directors shall be open to all members except as otherwise limited by law, and notices of meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance, except in an emergency. Board or committee meetings held for the purpose of discussing personnel matters, or meetings with the Association's attorney with respect to proposed or pending litigation where the contents of the discussion is governed by the attorney/client privilege are not required to be open to members.

b. An assessment may not be levied at a board meeting unless a written notice of the meeting is provided to all members at least fourteen (14) days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which rules that regulate the use of parcels in the community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property at least fourteen (14) days prior to the meeting. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Association, by and through its Board of Directors, shall have power to:

a. adopt and publish rules and regulations governing the use of the Common Area, if any, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Association, by and through its Board of Directors, to:



a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within the time periods provided by the Homeowners' Association Act after due date or to bring an action at law against the Owner personally obligated to pay the same.

(4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.

d. issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance on property owned by the Association.

f. cause all officers or employees having fiscal responsibilities to be bonded, as required by law;

g. cause the Common Area to be maintained; enter into contracts on behalf of the association in accordance with the requirements of Chapter 720 of the Florida Statutes;

h. establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

**Section 3. Emergency Powers.** The Board of Directors shall have all emergency powers as set forth in Section 720.316 of the Homeowners' Association Act, as it may be amended from time to time.

**Section 4. Management.** The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall

determine appropriate to actively manage the Association's affairs, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. In the event that a manager or management company is hired by the Board, the Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time be resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other officers except in the case of special officers created pursuant to Section 4 of this Article.

**Section 8. Duties.** Directors and Officers have a fiduciary duty to the Association and its members. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may sign checks and promissory notes. The president shall communicate with the management company on matters relating to governing procedures or related issues.

**(b) Vice-President.** The vice-president shall act in the place and stead of the president on the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

**(c) Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**(d) Treasurer.** The treasurer shall be responsible for reviewing invoices and other related monetary documents to ensure the association operates within budgetary limits. All checks shall also require the signature of one authorized officer. The treasurer, or as otherwise may be delegated to the Association's management company, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE IX COMMITTEES**

**Section 1.** The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Fining Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Committee members shall be appointed by the Board of Directors annually after the annual meeting or as otherwise deemed necessary by the Board.

**Section 2. Powers of Committees.** The committees shall provide advice and recommendations to the Board of Directors; however, such committees, except for the authority specifically delegated to the ACC and the Fining Committee, and the individual members thereof shall have no duty, power, or authority to act on behalf of the Board of Directors of the Association. Except for the ACC and Fining Committee, all committees shall be advisory only and shall report to and be under the supervision of the Board of Directors. Notwithstanding the delegation of authority to the ACC and Fining Committee, all Committee members may be removed, with or without cause, upon majority vote of the Board of Directors.

**Section 3. Committee Meetings.** All committee meetings shall be open to all Members. Notice of the time and place of the ACC and Fining Committee meetings shall be posted in a conspicuous place upon the Property at least forty-eight (48) hours prior to the time of the meeting. Notice of committee meetings may be published in community publications or through electronic media, or, in the alternative, each committee may provide Members with a prearranged schedule of meetings.

## **ARTICLE X BOOKS AND RECORDS**

**Section 1.** The books, records and papers of the Association shall be subject to access and inspection by any member in accordance with the Homeowners' Association Act, and subject to rules and regulations adopted by the Board governing the frequency, time, location, notice, records to be inspected, and the manner of inspections. The Declaration, the Articles of

Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost as permitted by the Homeowners' Association Act.

**Section 2.** Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members in accordance with the provisions of the Homeowners' Association Act. The Association shall retain these minutes for at least 7 years.

**Section 3.** The Association shall maintain all other official records of the Association as required by the Homeowners' Association Act.

**Section 4. Records Exempt from Inspection by Members.** The following records shall not be accessible to members other than as required by law: (i) any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by the Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings; (ii) information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Lot; (iii) disciplinary, health, insurance and personnel records of the employees of the Association; (iv) medical records of Members or of community residents; (v) personal identifying records as defined by the Homeowners' Association Act; (vi) any other record protected from inspection by the Homeowners' Association Act.

## ARTICLE XI ASSESSMENTS AND FISCAL MANAGEMENT

**Section 1.** As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 2. Fiscal Year.** The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

**Section 3. Depositories.** The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one or more banks and/or savings and loan associations, Certificates of Deposit, US Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association.

**Section 4. Expenses.** The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 8 of this Article XI.

**Section 5. Reserve Accounts.** The Association may establish and maintain a reserve account for the periodic capital repair, replacement of items covered under Maintenance by the Association as determined necessary by the Board.

**Section 6. Budget.** The Board of Directors shall adopt a budget for each fiscal year as provided in the Declaration. The Association shall provide each Member with a copy of the budgets or a written notice that a copy of the budgets is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from a Member.

**Section 7. Fidelity Bonds.** The Association shall purchase blanket fidelity bonds for all directors, officers and employees of the Association and for any agent who controls or disburses funds of the Association and any contractor handling or responsible for Association funds. The following provisions shall govern the Association's purchase of the bonds:

- a. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond.
- b. The premiums for bonds shall be paid by the Association.
- c. The fidelity bonds shall cover the maximum funds that will be in the custody of directors, officers or employees or agents of the Association, at any time while the bonds are in force.
- d. Each bond shall include a provision requiring ten (10) days' written notice to the Association before the bond can be cancelled or substantially modified for any reason.

**Section 8. Accounts and Reports.** The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise in accordance with Florida law:

- a. Accrual accounting exclusive of depreciation and amortization, as defined by generally accepted accounting principles, shall be employed in connection with financial statements prepared by the Association;
- b. Accounting controls should conform to Section 720.303(7), Florida Statutes;
- c. Cash accounts of the Association shall not be commingled with any other accounts;
- d. No remuneration shall be accepted by a manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise;
- e. Any financial or other interest which a manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- f. Financial reports shall be prepared for the Board of Directors as directed by the Board containing:

- i. An income statement reflecting all income and expense activity for the preceding period on an accrual basis excluding depreciation and amortization;
- ii. Variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- iii. A balance sheet as of the last day of the preceding period;
- iv. A delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen (15) days after the due date unless otherwise determined by the Board of Directors);

g. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for preparation and completion of, a financial report for the preceding fiscal year in accordance with the requirements set forth in the Homeowners' Association Act, unless otherwise approved by the membership in accordance with the Homeowners' Association Act. Within twenty-one (21) days after the financial report is completed and received by the Association, but not later than one hundred and twenty (120) days after the end of the fiscal year, the Association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

h. Accounting records of the Association shall be maintained for at least (7) years after the date of the record.

**Section 9 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board of Directors or officers of the Association as may be designated by resolution of the Board of Directors. Any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services, and such contracts shall be in writing, unless otherwise required by the Homeowners' Association Act. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association as well as contracts for services of an attorney, accountant, architect, or engineer are not subject to the competitive bid requirement. Moreover, materials, equipment, or services provided to the Association under a local government franchise agreement or by a franchise holder are not subject to the competitive bid requirements of this Section 9 of ARTICLE XI. Nothing contained in this Section 9 of ARTICLE XI is intended to limit the ability of the Association to obtain needed products and services in an emergency. The restrictions of this Section 9 of ARTICLE XI do not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the metropolitan area serving the Association.

**Section 10. Insurance.** The Association shall procure, maintain, and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Association and the Owners.

## **ARTICLE XII AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy. Amendments shall be effective when recorded in the Public Records of Manatee County, Florida. A proposal to amend the Bylaws must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken with hyphens. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text."

## **ARTICLE XIII MISCELLANEOUS**

**Section 1. Construction.** Except as otherwise provided within the Association's governing documents or Florida law, if there is a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, Bylaws, Rules and Regulations promulgated by the Board.

**Section 2. Gender and Number.** Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

**Section 3. Notices.** Unless otherwise provided in these By-laws, all notices, demands, bills, statements or other communications under these By-laws shall be in writing, and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- a. If to an Owner or a Member or the Association, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or,
- b. If to the Association, the Board or Directors, or the manager, if any, at the principal office of the Association, or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

**Section 4. Rules and Regulations.** The Board of Directors may adopt reasonable Rules and Regulations consistent with the rights and duties established by the Declaration. The Rules and Regulations duly adopted by the Board, and as amended, shall be incorporated herein by reference.

**Section 5. Severability.** If any provision of these Bylaws is held invalid, the validity of the remainder of the Bylaws, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

**Section 6. Parliamentary Procedure.** Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Homeowners' Association Act, the Declaration, or these Bylaws. Notwithstanding the foregoing, alternative, less formal parliamentary procedures adopted by the Board may be utilized at Board or Members' meetings upon approval of a majority of the Board, provided the procedures allow the meeting to be conducted in a reasonable and efficient manner. Technical violations of the procedural aspects of the parliamentary rules shall not void or invalidate action taken by the Board or membership where the particular item of consideration was presented for discussion, and received the requisite approval of the body authorized to vote on the item.

**Section 7.** The Association shall indemnify every Director or Officer, their heirs, executors and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and Officer of the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be addition to, and not exclusive of, all other rights to which such Director and Officer may be entitled.



**CERTIFICATE OF AMENDMENT**

The undersigned officer of the Palma Sola Trace Villas Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby certifies that the Amended and Restated Bylaws were approved and adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 27<sup>th</sup> day of September, 2019.

**PALMA SOLA TRACE VILLAS HOMEOWNERS' ASSOCIATION, INC.**

Witnesses:

Signed: [Signature]  
Print Name: John Conway

Signed: [Signature]  
Print Name: Ellen Brown

Signed by: [Signature]  
Print Name and Title: RONALD FERRANTI President

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September, 2019, by Ronald Ferranti, as President of the Palma Sola Trace Villas Homeowners' Association, Inc. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Print Name: Ellen Brown  
Date: 9/27/19  
My Commission Expires: July 18, 2021

