

Parkside Village Proposed Changes to Governing Documents NOT requiring a vote. *Changes related to legislation are followed by a notation of chapter/article of Florida law.*

Bylaws:

ARTICLE III OFFICERS

SECTION 7. QUALIFICATION OF OFFICERS AND DIRECTORS: (a) An officer of the Association shall be a qualified member, or the spouse of such member, reside in the community not less than ten months per calendar year, and shall be able to be physically present at meetings not less than nine months during the fiscal year. In the event that any Officer or Director shall miss three or more meetings in a calendar year or shall be more than 90 days in arrears on monthly maintenance assessments or other financial obligations to the Association, such Officer or Director shall be deemed to have abandoned the office and the vacancy created by such abandonment shall be filled as set forth in Article III, Section 8 below.

(b) Within 90 days after being elected or appointed to the board, directors must complete state approved education administered by a department-approved education provider and repeat the education every 4 years. All directors must complete 4 hours of continuing education annually or as specified by Florida Statute 720.303. The Association will retain director's education certificates for 5 years after the director's election. Failure to complete the required education will result in suspension from the board until the requirement is met.
FS 720.3033

[Following Article XII, Add:]

ARTICLE XIII OFFICIAL RECORDS

SECTION 1. The Association shall maintain official records of the Association for at least 7 years or as required by Florida Statute 720.303. Official records include, but are not limited to all financial reports, insurance policies, governing documents and rules, member roster, board meeting agenda and minutes, current contracts, records relating to member voting (1 year), and any other records that communicate financial information.

The nature and type of official records retention shall be governed by Florida Statute 720.303.
FS 720.303

Declaration of Restrictions:

4. Maintenance Responsibilities

(a) Each building plot owner shall be responsible for and perform all maintenance and repair work necessary to keep the interior of any residential building and other structural improvements on the owner's building plot in good repair and first-class condition. ~~Outside porch lights will be black in color and match existing yard light.~~ Wooden decks will be painted charcoal gray.

6. Outdoor Ornaments

No fence, wall, hedge, or any other thing, natural or artificial, shall be placed or located outside the front of any building except for decorative flower plants located within three (3) feet of a residential

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building, without prior written consent and approval of the Association. ~~Without prior written consent of the Association,~~ The Association shall have right to remove any unsightly or undesirable objects there from.

(a) ~~One~~ No more than two portable, removable, United States flag, ~~or official flag of the State of Florida, or as designated by Florida Statute,~~ may be displayed in a respectful manner. ~~The flagpole will be attached to an upright post on the front porch. In ground flagpoles are not permitted on building plots. In ground flagpoles require Architectural Committee approval.~~

FS720.304

8. Vehicular Parking

~~No wheeled vehicles of any kind (motorized or non-motorized) and no boats may be kept or parked on a building plot or access way unless completely inside a garage or carport attached to the main residence or within a utility yard, except that private automobiles and/or pickup trucks of the occupants and their guests bearing no commercial signs~~ Personal use vehicles, including work vehicles with official insignia or visible designation, but not including recreational vehicles, may be parked in the driveway or parking area on the building plot or access way and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup, delivery and service vehicles and solely for the purpose of such service. ~~If the Association hereafter shall provide or designate a separate area (either within the land or nearby on lands owned or leased by the Association for such purpose) for the storage of boat trailers, boats, and other recreational vehicles, then thereafter and so long as such separate storage area shall be provided or designated, all boat trailers, boats, and other recreational vehicles shall be stored therein and may not be kept or parked on any building plot or access way. If such separate storage area shall be provided or designated, the use thereof for storage of boat trailers, boats, and other recreational vehicles may be terminated at any time by the Association without cause or liability.~~ Boat trailers, boats, and other recreational vehicles are to be stored outside the community and at the sole responsibility of the owner.

FS720.3075(3)(d)

24. Maintenance of Common Areas and Lots

The Association shall care for and maintain all lawn areas within said land including, but not limited to, lawns located on any lot, unit or parcel. Such maintenance shall consist only of mowing and edging the lawn and blowing off grass clippings from sidewalks and driveways adjacent to the respective lawns. ~~Such maintenance will also include lawn pest and fungus control and fertilizing. Maintenance of the irrigation system shall be the sole responsibility of the Association.~~ Each building plot owner shall comply with every requirement of the Association in connection with the discharge of its duties under this paragraph. The Association shall have the right to go upon any building plot and to cut, trim, and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly or undesirable things and objects there from, and to do any other act and perform and furnish any labor necessary or desirable in its judgment to maintain the land and every part and parcel thereof in a neat and attractive condition. No building plot owner, tenant or invitee shall maintain, improve or alter the common area. ~~In the event any damage is caused to the common area or lawns due to the negligence or intentional action of a building plot owner, or a tenant, occupant, guest, licensee or invitee thereof (including by way of example but not limited to, if a vehicle that is parked on the grass causes damage to the irrigation system and/or the grass), such damage shall be repaired at the cost and expense of the building plot owner.~~ The cost and expense for repairing such common area damage may be secured by a Lien for Charges. Such Lien for Charges is a common law and contractual lien which the Association incurs in regard to a

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building plot owner and which is not otherwise secured by the statutory lien for common expenses. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the common expense lien, including the right to recover attorney's fees, costs, and expenses of collection. Unless due to negligence or intentional action, damage to the common area shall be the responsibility of the Association.

(1) Florida-friendly landscaping by the association and by owners, as defined in Florida Statute 373, is encouraged. Owners shall submit an Architectural Request with a plan for approval. Maintenance of such landscaping becomes the sole responsibility of the owner.

(2) Hurricane protection by homeowners including, but not limited to, roof systems, permanent fixed storm shutters, roll-down track storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, erosion controls, exterior fixed generators, fuel storage tanks, and other hurricane protection products used to preserve and protect the structures or improvements on a parcel governed by the association. Installations must meet existing restrictions for the exterior of the building and require architectural approval, must be completed by a licensed and insured contractor, and meet all existing building codes. For minor installations, when all other criteria are met, the Board within its discretion may waive the contractor requirement.

FS 720.3035

27. Association Approval

Wherever in these restrictions the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing. In the event the Association fails to act on any such written request within 60 days after the same has been submitted as required above, the consent to or approval of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the restrictions or other matters herein contained. Written requests shall be submitted to Property Management and copies forwarded to Board Members for the purpose of sharing information and to provide a timely response.

32. ENFORCEMENT

[Substantial rewording. See governing documents for current text. FS 720.306(e)]

(1) Each member and the member's tenants, guests, and invitees, and the Association, are governed by, and must comply with, the governing documents of the community, and the rules of the Association. Actions at law or inequity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (a) The Association;
- (b) A member;
- (c) Any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A member prevailing in an action between the Association and the member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not

exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.

(2) The Association may levy reasonable fines for violations of the declaration, association bylaws, or reasonable rules of the association. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the cumulative fine may not exceed five thousand dollars (\$5,000.00). A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

(a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(b) A fine or suspension levied by the Board may not be imposed unless the board first provides at least 14 days' written notice of the parcel owner's right to a hearing, to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, to any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended. Such hearing must be held within 90 days after issuance of the notice before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee may hold the hearing by telephone or other electronic means. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means.

(c) If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

(d) Within 7 days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.

(e) If a violation has been cured before the hearing or in the manner specified in the written notice required in paragraph (b) or paragraph (d), a fine or suspension may not be imposed.

(f) If a violation is not cured and the proposed fine or suspension levied by the Board is approved by the committee by a majority vote, the committee must set a date by which the fine must be paid, which date must be at least 30 days after delivery of the written notice required in paragraph (d). Attorney fees and costs may not be awarded against the parcel owner based on actions taken by the Board before the date set for the fine to be paid.

(g) If a violation and the proposed fine or suspension levied by the Board is approved by the committee and the violation is not cured or the fine is not paid per the written notice required in paragraph (d), reasonable attorney fees and costs may be awarded to the Association. Attorney

fees and costs may not begin to accrue until after the date noticed for payment under paragraph (d) and the time for an appeal has expired.

(3) If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. This does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.

(4) An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the Association 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 to the governing documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

(5) All suspensions imposed under subsection (3) or subsection (4) must be approved at a properly noticed Board meeting. Upon approval, the Board must send written notice to the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee, by mail or hand delivery to the parcel owner's designated mailing or e-mail address in the association's official records.

FS 720.305

35. Exterior Changes

In addition to the restrictions to modifying the exterior appearance of any building or structure as specified in restriction number 7 herein, ~~front porches, entry areas, kitchen gardens, are not permitted to be screened in, or enclosed in any manner.~~ front porches or entry areas may be enclosed at the owner's expense. Maintenance of the enclosed area becomes the owner's responsibility. Architectural approval is required. Garage screen doors will be consistent in color to the attached units of a building. Special exceptions may be granted as specified in restriction number 7.

ADDENDUM A

1. Lawn care to include mowing, edging, ~~fertilizing and pest control~~ and blowing of debris.

5. ~~Total care and replacement of lawn sprinkler system.~~ [Add] Annual inspections: back-flow preventers, termite, and tree risk survey; and management as recommended by inspection.

12. Total care and replacement as needed of ~~pump, fountain,~~ entrance area, flagpole, and entrance sign.

14. Repair and replace damaged red paver bricks on front porch only but not when the porch is enclosed or when necessitated by fire, vandalism, storm damage, hail, lightning, winds, hurricanes, tornados, or other specific occurrences or acts of God.

15. Repair and replace sidewalks and driveways when damage presents a tripping or walking hazard, but not when necessitated by fire, vandalism, storm damage, hail, lightning, winds, hurricanes, tornados, or other specific occurrences or acts of God.

17. Removal of leaves from roofs, gutters and downspouts as needed, when determined by the Board of Directors. Gutters and downspouts that have leaf guards and are attached to extended drains are excluded.

ADDENDUM B

5. All Utility lines including cable, waste line, water line, telephone, electric, and outside water faucets from home to meters or main water and sewer lines.

11. Tree removal for cosmetic purposes. Any tree removal requires Architectural Committee approval and is subject to County laws and regulations.

15. All proposed changes to the exterior of the building or plot requires an Architectural Committee Approval.