



Resident's Handbook

Lionsgate Homeowners Association Handbook

This information was prepared as a guide for homeowners. The following information will include reference to the legal documents governing our Association along with the recommended procedures on specific topics. A "Table of Contents" has been added. This second edition is current through April of 2015. Any future additions will be published as needed in the event of amendments to the legal documents, changes in "Recommended Guidelines", or additional information needs to be included.

Included in the Handbook:

- Association Rules and Regulations
- Declarations of COVENANTS, CONDITIONS, and RESTRICTIONS
- ARTICLES OF INCORPORATION OF LIONSGATE HOMEOWNERS' ASSOCIATION, INC.
- By-Laws of Lionsgate Homeowners' Association, Inc.

- Lionsgate Compliance Guidelines

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Declarations of COVENANTS, CONDITIONS, and RESTRICTIONS

**Recorded Book 704, Page 136 Santa Rosa County
Records
August 15, 1984**

This Declaration made and entered on this 15th day of August, 1984, by ASKEW DEVELOPMENT, INC. , a Florida Corporation, hereafter referred to as "Declarant", witnesseth;

WHEREAS, Declarant is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as;

Lionsgate, a planned unit development of a portion of Section 32, Township 2 South, Range 28 West, Santa Rosa County, Florida, according the plat thereof recorded in Plant Book D at Page 12 of the public records of Santa Rosa County, Florida.

NOW THEREFORE, Delcarant declares that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real

property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1 DEFINITIONS

Section 1. "Association" shall mean and refer to LIONSGATE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vendee under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties: shall mean and refer to that certain real property granted above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is all of the property of the subdivision not contained in the lots numbered on the plat as Lots 1 through 103, inclusive.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common Area. Declarant may use portions of adjacent

lots as a building site, but shall construct no more than 103 units in the development. Portions of the Lots upon which a building is constructed shall be a "lot" with meaning of this section.

Section 6. "Declarant" shall mean and refer to ASKEW DEVELOPMENT, INC., a Florida Corporation, and the successors and assigns of Declarant.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the properties as otherwise authorized herein, together with payments or obligations to reserve accounts.

ARTICLE II

RIGHTS OF OWNERS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions: The Association may make reasonable rules concerning parking of automobiles in the parking areas, including the right to designate parking places to be used by each unit owner.

- (a) The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;
- (b) The right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation-of-Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant-to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting member:

- (a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.
- (b) Class B. Class B members shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A

membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (2) Four (4) months after 75% of the units in the project have been conveyed to Unit purchasers, or
- (3) Three (3) years following conveyance of the first unit

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot b acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or changes, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless assumed expressly by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, and for the improvement and maintenance of the Common Area. The Association shall have the obligation to maintain, the common area, and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund in a reserve account such sums as are necessary to make periodic repairs and improvements to the road. The Association shall maintain the common area consistent with the original plan of landscaping, or betterments thereto, and shall keep the unpaved portion of the common area neat and clean at all times by sprinkling, fertilizing, and other like care. The Association shall be responsible for similar care to the lots in the subdivision unless, after relinquishment of control by Declarant, a vote of two-thirds of the membership of the Association determines to discontinue the maintenance to lots in the subdivision. In the latter event, each owner shall be responsible for the above standard of care to the lot of the owner. If the owner fails to maintain his lot according to the above standard, then the Association shall perform the necessary maintenance and impose a lien on the lot to be enforced according to the provisions of this Section.

The obligation of the Association to be provided for the maintenance of the common area and the lots shall not be abrogated by the Association. Upon failure of the Association to perform or require the maintenance under the provisions of this subparagraph, City of Gulf Breeze (Tiger Point Golf and Country Club, Inc.), shall have the right, but not the obligation, to perform maintenance of the common area, or lots, or both, and the Association shall reimburse said City of Gulf Breeze (Tiger Point Golf and Country Club, Inc.), for the reasonable cost, to include overhead, of such maintenance work so performed. The Association shall maintain and keep painted the exterior of all units, but shall impose a special assessment for that cost, the special assessment to be equal for each lot notwithstanding that the area maintained on the end units exceeds the area to be maintained on the interior units.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty and no/100ths Dollars (\$360.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes unpaid upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements and Maintenance of Exteriors of Units. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and the cost of maintenance of The exteriors of the units, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of member who are voting in person or by proxy at a meeting duly called for this purpose for an purpose other than painting of the exterior of the units. The Board of Directors of the Association shall have the authority to impose special assessments for the painting of the exteriors of the units. Each unit shall be obligated for a pro-rata share of the entire cost of painting the exteriors of all building.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than ten (10) days or more than sixty (60) days in advance of the meeting. At the first, such meeting called the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that it would be a convenience to the Owners and the Association to pay on a quarterly semiannual, or annual basis.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on closing. The first annual assessment shall be

adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. There shall be no assessment on Lots not conveyed of record by Declarant, but Declarant shall reasonably maintain at the expense of Declarant, those Lots not conveyed of record by Declarant.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. 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 the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Limitation on Association While Controlled by Declarant. While under control of Declarant the functions of the Association shall be limited to maintenance and upkeep of shrubbery and lawns in the yards and common areas, the repairing of streets, parking areas, and sidewalks, the payment of any taxes assessed against the Common Area, the procurement and maintenance of insurance if that should be deemed desirable and the employment of personnel necessary to carry out those functions of the Association and any function set forth in another provision of this Declaration. No other activity shall be commenced while the Association is under the Association may elect to provide any other services to promote the health, safety and welfare of the residents of the subdivision. In addition, the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of seventy-five (75%) of the Owners in the subdivision (as heretofore stated each Lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds.

Section 11. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas, which fund is to be maintained out of regular assessments for common expenses.

Section 12. Working Capital. Unless Declarant reasonably determines that expenses of the Association shall be less during the initial months of the operation so that no working capital fund is necessary, there shall be collected at closing of the initial sale of each Lot, a sum equal to at least two (2) month's assessments for each Lot, which fund shall be transferred to the Association at closing and shall be kept in an account for the benefit of the Association.

Section 13. Right of Entry. The Association has a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary to the proper maintenance operation and pleasing appearance of the project.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee appointed by the Board. In the event said Board fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to the Board approval will not be required and this Article will be deemed to have been fully complied with, but failure to act on the plans will not be grounds for violating any other provisions of this instrument.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article the general rules of law regarding party walls and liability to property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost and restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed by the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Inadvertent Mislocation of Party Wall. If it should be discovered that the centerline of a party wall by inadvertence has been placed other than on the lot line of the building site of the owner of a building located in the properties, then the encroaching owner shall have an easement for placement of the building up to the centerline of the party wall over the portion of the property of the abutting owner encroached upon by such mislocation.

ARTICLE VII

EASEMENTS

Section 1. General. For the purpose of providing public utility service to the buildings to be constructed on the lots in Lionsgate, Declarant on the plat of Lionsgate has reserved an easement, over the common areas of Lionsgate and over the portions of lots in Lionsgate upon which buildings are not constructed. However, Declarant does hereby transfer, assign, convey, and set over any easements reserved on that plat and in this instrument to Lionsgate Homeowners' Association, Inc., and said Association shall execute and deliver any written instrument granting easements reasonably required by public utilities providing service to the development. Without limitation the easements to be granted by the Association shall include easements necessary for the providing by public utilities of sanitary sewage, water, electricity, gas, cablevision, and other utility services which may be deemed necessary or convenient to the owners of lots in Lionsgate, including telephone service.

Section 2. Pedestrian Access Easements. For the purpose of providing pedestrian access to the owners of Lots 23, 24, 25, 57, 58, 59, 60, and 61, a pedestrian access easement is hereby granted to said owners, and the servants, invitees, licensees, tenants, successors, and assigns of said owners, over and across certain property.

- (a) **** To owners of Lots 23,24,and 25, a pedestrian access easement over and across some property, being a portion of Lots 23,24,22, and 26
- (b) **** To owners of Lots 57,58,59,60, and 61, a pedestrian access easement over and across some property, being a portion of Lots 56,57,58,59, and 61

**** See Legal description in Recorded Documents

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, an Owner, or shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners and Mortgagees of not less than seventy-five percent (75%) of the Lots. However, while there is a class B membership all owners and mortgagees must approve any such amendment.

Section 4. No structure of any kind shall be erected, altered, laced, or permitted to remain on any residential building Lot other than a residence designed to accommodate no more than one family, and such building shall not exceed two (2) stories in height.

Section 5. No noxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot which may become a nuisance or annoyance to Owners in the development. In this regard, any commercial or business activity where clients, customers, salesmen, suppliers, or vendors of any type would not be likely to visit.

Section 6. Only dogs and cats shall be allowed as a pet of any resident in the subdivision. No resident shall have more than two pets. No fences shall be built to fence in pets, and all pets must be kept on a lease when out of doors. While out of doors, pet owners are required to pick up after their pets with a "pooper scooper" or similar device. These restrictions do not apply to birds, fish, or other caged in-door pets, that are maintained exclusively indoors. The intention of this paragraph is to protect resident from annoyance by the pets of other residents.

***** As Amended and Recorded November 10, 1998. Santa Rosa County, Official Records bk. 704, pg. 135.

Section 7. No trailer, camper trailer, motor home, boat, boat trailer or similar equipment shall be stored or parked permanently in view of other residences in said development.

Section 8. No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to be dumped on any Lot.

Section 9. No construction or tree removal may be undertaken on the green belt areas shown on the recorded plat without prior approval of the HOA. No common area improvements in the nature of retaining walls or the like along the canal shall be undertaken by the Association or any lot owner without prior approval of The City of Gulf Breeze (Tiger Point Golf and Country Club).

Section 10. A committee of the Board of Directors of the Homeowners' Association is granted the right to waive minor violations of these covenants upon written determination by the committee or Board that the violation waived is minor and does not adversely affect the value of the Lots in the remainder of the development

Section 11. If any Owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect it shall be lawful for Declarant or any owner to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages for such violations.

Section 12. These covenants and restrictions are to run with the land and shall be binding on all parties until these restrictions are waived in writing by a majority of the then record owners of Lots in the subdivision. Except as otherwise provided herein, in no event shall any restrictions and covenants be so waived prior to July 1, 2004, except by an instrument signed by the Owners of no less than ninety percent (90%) of the Lots.

Section 13. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 14. Invalidation of any of these covenants or restrictions or portions thereof by judgement or court order shall in no wise affect any other provision, which shall remain in full force and effect. IN WITNESS WHEREOF, ASKEW DEVELOPMENT, INC., has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 15th day of August, 1984.

**ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS OF A PORTION OF LIONSGATE
STATE OF FLORIDA**

COUNTY OF SANTA ROSA

WHEREAS, ASKEW DEVELOPMENT, INC., a Florida corporation, did impose certain covenants, conditions, and restrictions on Lionsgate by the Declaration of Covenants, Conditions, and Restrictions recorded in Official Record Book 704 at page 135 of the public records of Santa Rosa County, Florida hereafter called original Declaration, and

WHEREAS, fifteen (15) townhome units are constructed on sixteen (16) lots in that subdivision namely Lots 10 thru 14, inclusive, and 61 thru 71, inclusive, which lots are not to be affected by this instrument.

All lots in Lionsgate, a planned unit development of a portion of Section 32, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to tile plat thereof recorded in Plat Book D at page 12 of the public records of said County, EXCEPTING THEREFROM Lots 10 through 14, inclusive, and Lots 61 through 71, inclusive.

Do hereby declare that all of the real property above shall be held, sold, and conveyed subject to these additional restrictions covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in said properties and their heir, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. No building or other structure shall be constructed within three (3) feet of the side lot line or within fifteen (15) feet of the front lot line of the building site upon which the building is to be erected. Those additional setback provisions in the instrument may be waived by a recordable instrument in writing executed by the Architectural Committee described by Article V of the original Declaration if it determines that because of the irregular shape of the building site, a curve in the road, an angled lot line, or any other reason it deems sufficient, that such violation would be minor and not affect the value of the owners of other lots subject to this instrument.
2. Garage doors must remain closed at all times except when entering or leaving the garage.
3. No boat, camper trailer, motor home, or any other type of recreational vehicles shall be permitted on the lots affected hereby unless they are kept in a garage with the door closed.
4. All exterior materials used in the construction of any building or other structure on the premises shall be in keeping with the color of all other homes on the property affected by this instrument. Without limitation, the buildings shall be of the same color siding, same color roof (as far as variation between manufacturers will permit), same color trim and the same front door color. The roof may be either variegated or smooth it being the intention of this instrument to require uniformity of color and not material.

5. No fence whatsoever may be erected without the express written permission of the Architectural Committee. If allowed, a fence shall be of a decorative nature such as lattice fence of not greater height than three (3) feet or a screening hedge of no greater height than three (3) feet. No privacy fences shall be permitted whatsoever except privacy screening of deck areas, which may not extend more than four (4) feet from the wall of the building, and which shall not be permitted unless approved by the Architectural Committee in writing before construction thereof.
6. In addition to any architectural control approval required by the original Declaration recorded in Official Record Book 704 at page 135, no building shall be constructed unless the plot plans, including the location of driveways and landscaping, are approved in writing by the Architectural and Compliance Committee and the Board of Directors.
7. All building sites (which building sites are expected to be approximately 43 feet in width) to be covered by the provisions of these additional restrictions shall be subject to the maintenance and other assessments as mentioned in Article IV of the original Declaration in an amount computed at 1.5 times the amount of the maintenance assessment to be required of owners of the 15 townhome units located on Lots 10 thru 14, inclusive, and 61 thru 71, inclusive.
8. No hip roofs shall be permitted. The backs of all drapes visible to the outside shall be white. All lots are to be fully sodden and landscaped. A sprinkler system to cover 100% of the area on each lot shall be installed on each lot
***** As Amended and Recorded March 13, 2000. Santa Rosa County, Official Records bk. 1813, pg. 1029.
9. Each dwelling house constructed on the property subject of these restrictions shall be planned so that windows are predominately on one side of the dwelling house. For purpose of this provision, the sides are the walls running away from the street line and approximately perpendicular thereto, this provision not being intended to affect the front of the house or the rear of the house. On all lots running easterly and westerly, the side with the predominate windows shall face south. On all lots facing more northerly and southerly, the side predominately having windows shall face westerly. Each lot owner is granted an easement over abutting properties for purpose of repair and maintenance of roof and building, for ingress and egress, and for drainage which easement shall extend to the side wall of the dwelling on the abutting lot, or the three (3) feet strip of the abutting property nearest the lot line dividing the properties, whichever is lesser.
10. No radio, stereo, or any other device transmitting sound, live or recorded, or any noise from any other source shall be played in loud manner. A "loud manner" is defined as any sound intensity which could be an annoyance to neighboring units or golfers playing on the Tiger Point golf course.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 22nd day of June, 1987.

ARTICLES OF INCORPORATION OF LIONSGATE HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers to these Articles of incorporation, each a natural person competent to contract, hereby associate themselves together to form a nonstick corporation not for profit under the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation is LIONSGATE HOMEOWNERS' ASSOCIATION, INC., hereafter called the Association.

ARTICLE II. PURPOSE AND POWERS

The Association is not organized for pecuniary gain or profit to the members thereof, and it shall be prohibited from any distribution of income to its members, directors, and officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots within that certain tract of property described as:

LIONSGATE, a planned unit development of a portion of Section 32, township 2 South, Range 28 West, Santa Rosa County, Florida, according to the plat thereof to be recorded in public records of Santa Rosa County, Florida.

And promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to (but only as the following may from time to time be permissible for corporations not for profit under the laws of Florida):

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions, hereinafter called the 'Declaration', applicable to the property and to be recorded in the Office of the Clerk of Santa Rosa 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 at length;
- (b) Fix, levy, collect and enforce payment by an lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association,

- including all licenses, taxes, or governmental charges levied or imposed against the property of the Association ;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association ;
 - (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or, hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
 - (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility agreeing to hold and maintain the same for such purposes. The Association may grant easements over the common area to private parties, but not such easement shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such grants of easements.
 - (f) Participate in mergers and consolidations with the nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, unless the Declaration provides for such merger, consolidation or annexation;
 - (g) Have and to exercise any and all powers rights, and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. VOTING RIGHTS

THE ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP

Class A. Class A member(s) shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of at least three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association but may not exceed nine (9) nor be less than three (3).

At the annual meeting members shall elect three directors and at each succeeding annual meeting or a special meeting called for the purpose of electing directors the members shall elect the members shall elect the number of Directors which may from time to time be designated by the By-Laws.

ARTICLE VI. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation the assets, of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Association, trust or other organization to be devoted to such similar purposes.

ARTICLE VII. DURATION

THE CORPORATION SHALL EXIST PERPETUALLY

ARTICLE VIII. AMENDMENTS

Amendments to these Articles shall require the assent of 75 percent (75%) of the entire membership. Amendments may be proposed by any member at any annual meeting or special meeting called for that purpose, and adopted by the members in person or by proxy at that or any subsequent meeting by the percentage of members set forth above. The By-Laws of the corporation shall be made, altered, or rescinded, at regular or special meetings of the members, by a vote of a majority of the members present in person or by proxy. The By-Laws may restrict the number of proxies to be voted by any person.

ARTICLE IX. OFFICERS

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, and Treasurer. They shall be elected at the meeting of the Board of Directors following an annual meeting of the members. The President and Vice-President shall be Directors.

ARTICLE X. SUBSCRIBERS

The subscribers to these Articles of Incorporation and their residence addresses are those persons listed in Article V as the person to act as initial directors of the corporation.

END OF ARTICLES OF INCORPORATION

BY-LAWS OF LIONSGATE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1. NAME AND LOCATION

The name of the corporation is LIONSGATE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located in unincorporated Gulf Breeze, Florida, but meetings of members and directors shall be held at any place within Escambia County, Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

Section 1. Association shall mean and refer to Lionsgate Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. Properties shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. Common Area shall refer to any property owned or acquired by the Association for the common use and enjoyment of the Owners

Section 4. Lot shall mean and refer to any residential building site in the subdivision. Where a party wall is involved, the Lot shall be bounded by the centerline of said part wall.

Section 5. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties,, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. Declarant shall mean and refer to Askew Development, Inc., a Florida corporation, its successors and assigns.

Section 7. Declaration shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the properties recorded in the office of Clerk of Circuit Court of Santa Rosa County, Florida.

Section 8. Member shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings, the annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in approximately the same week of the same month of each year thereafter at a time designated by the Board of Directors.

Section 2. Special Meetings, Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of meetings, Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each member entitled to vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum, The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for

any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies, At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. No person shall hold more than (3) proxies.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board of no less than three (3) and no more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect no less than three (3) directors and no more than nine (9) directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

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

ARTICLE VI. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, 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 President may waive the necessity for any meeting upon determination that there is no business to come before it.

Section 2. Special Meetings. Special meeting of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) day notice to each director.

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.

Section 4. Conduct of Meetings. All meeting of the Board of Directors shall be conducted by *Robert's Rules of Order*, *Newly Revised Addition*. The President shall appoint a Parliamentarian after the election of Officers.

***** As Amended and Recorded October 6, 2014. Santa Rosa County, Official Records bk. 3378, pg. 1843.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area 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 recreational facilities 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, security personnel, or such other employees as they deem necessary and to prescribe their duties.
 - (f) Levy reasonable fines for violations of the recorded documents (Declarations of Covenants, Conditions and Restrictions, Additional Covenants, conditions and restrictions, Articles of Incorporation and By-Laws) and architectural standards, not to exceed one hundred dollars (\$100.00) per violation, against any member, tenant, guest or invitee. A fine may be levied on a basis of each day a continuing violation with a single notice and opportunity for hearing, except that no such fine shall exceed one thousand dollars (\$1000.00) in the aggregate. (Reference: XL, Chapter 720, Section 720, 305, Florida Statutes)
1. The Board of Directors shall have the authority to adopt rules, regulations, policies and guidelines to implement its fining authority.
 2. A fine shall not become a lien against a parcel.
 3. A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined. The person being fined shall have the opportunity of a hearing before a committee of at least three (3) members appointed by the Board, who are not officers, directors, employee. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed
 4. The hearing notice shall be in writing and include the date, time and place of the hearing and a statement of the provisions of the recorded documents or architectural control items which have allegedly been violated.
 5. The person against whom the fine may be levied shall have opportunity to respond, present evidence and present oral and written arguments on all issues involved.
 6. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the Court.
- ***** As Amended and Recorded March, 10, 2011. Santa Rosa County, Official Records bk. 3043, pg. 1251.

Section 2.

Duties. It shall be the duty of the 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 the members at the annual meeting of the members, or at an special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

- (c) as more fully provide 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;
 - (2) send written notice of each assessment-to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge 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) Pay all taxes imposed upon the Common Area,
- (g) Cause the Common Area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by 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 until his successor is elected unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other 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 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 at 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 replaces.

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 offices except in the case of special offices 'created pursuant to Section 4 of this Article.'

Section 8. Duties. The duties of the officers area follows:

PRESIDENT

- (a) 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 shall co- sign all checks and promissory notes

VICE-PRESIDENT

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

SECRETARY

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

- (d) The Treasurer 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, shall sign all checks and promissory notes of the Association ; keep proper books of account; cause an annual audit of the Association at the completion of each fiscal year; and shall prepare 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.

***** As Amended and Recorded November 7, 2000. Santa Rosa County, Official Records bk. 1861, pg. 527.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nominating 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.

ARTICLE X. BOOKS AND RECORDS

The books records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments 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 from the date of delinquency at the rate of eighteen percent (18%) per annum, 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, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words. 'Lionsgate Homeowners' Association, Inc., a corporation not for profit.

ARTICLE XIII. 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 a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Article shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS

Section 1. The Association shall make available to unit owners and lenders, and to holders insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws, and other rules concerning the project and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

Section 2. Upon written request to Association, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) Any Condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owner's Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 3. Unless a mortgage or any interest therein on a unit is sold to the Federal National Mortgage Association, the Association shall be required to carry casualty and liability insurance and fidelity bond coverage is reasonably prudent under the then existing circumstances. Unless waived by Federal National Mortgage Association, in the event a mortgage or any interest therein is sold to Federal National Mortgage Association, Association shall maintain in effect such casualty and liability insurance and fidelity bond coverage as is then specified in Section 803.07 of the FNMA Conventional Home Mortgage Selling Contract Supplement and the FNMA Lending Guide, Chapter 3, art 5, Insurance Requirements, or such subsequent provisions promulgated by FNMA setting forth requirements for its purchase of mortgages.

Section 4. The fiscal year of the Association will begin July 1 and end on June 30.
***** As Amended and Recorded June 19th, 1998. Santa Rosa County, Official Records bk. 1696, pg. 1372.