

# **SABAL POINT PROPERTY OWNERS ASSOCIATION, INC.**

## **GOVERNING DOCUMENTS**

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Last Updated - 3/31/2013

**ARTICLES OF INCORPORATION  
OF**

**SABAL POINT PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the requirement of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and are competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

The name of the corporation is SABAL POINT PROPERTY OWNERS ASSOCIATION, INC. ("Association").

**ARTICLE II**

The principal office of the Association is located at 153 Sabal Palm Drive, Longwood, Seminole County, Florida 32750.

**ARTICLE III**

Tom Armstrong whose address is 552 Whisper Wood Drive, Longwood, Florida 32750, is hereby appointed the initial resident agent of the Association.

**ARTICLE IV**

Joan Mander whose address is 541 Whisper Wood Drive, Longwood, Florida 32750; Tommy B. Henderson whose address is 404 Sandy Hill Drive, Longwood, Florida 32750; Frank J. Delzingaro whose address is 432 Village View Lane, Longwood, Florida 32750; William H. Arnold whose address is 429 Willowbrook Lane, Longwood, Florida 32750; and Tom Armstrong whose address is 552 Whisper Wood, Longwood, Florida 32750 are the subscribers to these Articles of Incorporation.

**ARTICLE V  
DEFINITIONS**

The terms "Common Area", "Declarant", "Lot", "Member", and "Owner" used

in these Articles shall have the same definitions as are given to such terms in the "Declaration", defined below.

#### **ARTICLE VI PURPOSE AND POWERS OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit to its Members. The Association is formed to provide for the maintenance, preservation and architectural control of the Property described as:

1. All the lots in Whisper Wood at Sabal Point as per the plat thereof recorded in Plat Book 21, pages 47 and 48 of the Public Records of Seminole County, Florida; and
2. All the lots in Cypress Landing at Sabal Point as per the plat thereof as recorded in Plat Book 21, pages 70 and 71 of the Public Records of Seminole County, Florida; and
3. All the lots in Whisper Wood at Sabal Point, Unit 2, as per the plat thereof as recorded in Plat Book 22, pages 37 and 38 of the Public Records of Seminole County, Florida, (hereinafter collectively referred to as the "Property",

and to promote the health, safety and welfare of the residents within the Property. The Association may, unless otherwise provided by law:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time, applicable to the Property and recorded or to be recorded in the Official Records Book of Seminole County, Florida ("Declaration"). The Declaration is incorporated in these Articles as if set forth herein in its entirety;
- (b) fix, levy, collect and enforce payment by any lawful means of all liens, charges or easements under the terms of the Declaration, pay all expenses in connection therewith and pay 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 the Members, mortgage, pledge, deed or 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 for such purposes and subject to such conditions as

may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members agreeing to such dedication, sales or transfer;

(f) merge or consolidate with other nonprofit corporations organized for the same, or substantially similar purposes as the Association, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of the Members;

(g) have and exercise any and all powers, rights and privileges that a corporation organized under the laws of Florida applicable to corporations not for profit may now or hereafter have or exercise;

(h) annex additional residential property and common area provided that any such annexation shall be in accordance with the terms of the Declaration; and

(i) waive minor violations of any one or more of the provisions of the Declaration.

#### **ARTICLE VII MEMBERSHIP**

Every Owner shall be a Member. Membership in the Association shall be appurtenant and shall pass with the title to every Lot.

#### **ARTICLE VIII VOTING RIGHTS**

The Association shall have one class of voting membership and every Owner shall be entitled to one vote for each Lot owned by the Owner. If more than one person owns an interest in a Lot, each person holding an interest in the Lot shall be a Member, but not more than one vote may be cast with respect to the Lot. If one person owns more than one Lot, he shall be entitled to one vote for each Lot owned.

#### **ARTICLE IX BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of six (6) directors who need not be Members. Directors shall be elected as delineated in Article V of the Bylaws of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

| <b>Name</b>        | <b>Address</b>                                 |
|--------------------|--|
| Joan Mander        | 541 Whisper Wood Drive Longwood, Florida 32750 |
| Tommy B. Henderson | 404 Sandy Hill Drive Longwood, Florida 32750   |

|                     |  |
|---------------------|--|
| William H Arnold    | 429 Willowbrook Lane Longwood, Florida 32750   |
| Frank J. Delzingaro | 432 Village View Lane Longwood, Florida 32750  |
| John Garrison       | 416 Village View Lane Longwood, Florida 32750  |
| Tom Armstrong       | 552 Whisper Wood Drive Longwood, Florida 32750 |

## **ARTICLE X OFFICERS**

The officers of the Association shall be a president, secretary and treasurer and such other officers as may be provided in the Bylaws. All officers shall be elected at the annual meeting of the Board of Directors. Vacancies in any office may be filled by the Board of Directors. The officers who will serve until their successors are elected are:

| <b>Name</b>       | <b>Office</b> |
|-------------------|---------------|
| Tom Armstrong     | President     |
| Joan Mander       | Secretary     |
| William H. Arnold | Treasurer     |

## **ARTICLE XI ADOPTION AND CHANGE OF BYLAWS**

The Board of Directors of the Association may adopt such Bylaws for the conduct of the Association's business as the Board deems necessary. The Bylaws may be amended, altered or rescinded either: (a) by majority vote of the Board of Directors of the Association at a regular or a special meeting of the Board at which a quorum is present, or (b) by the Members of the Association at a regular or special meeting of the Members at which a quorum is present in person or by proxy.

## **ARTICLE XII DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the 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 the Association was created. In the event that acceptance of the dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization devoted to similar purposes.

## **ARTICLE XIII DURATION**

The corporation shall exist perpetually.

## **ARTICLE XIV AMENDMENTS**

Amendments to these Articles may be proposed by any director of the Association or by petition of Members twenty-five (25) votes. Upon any such proposal to amend these Articles, such amendment shall be adopted by a majority vote of the Members then in existence. Notwithstanding the foregoing, these Articles may be amended by majority vote of the Board of Directors for the purpose of causing these Articles to comply with the requirements of the Federal Housing Administration or the Veterans Administration based upon written directions from such

Administrations.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 12 day of November, 1981

JOAN MANDER

TOMMY B. HENDERSON

FRANK J. DELZINGARO

WILLIAM H. ARNOLD

W. E. TOOLE

TOM ARMSTRONG

SABAL POINT PROPERTY OWNERS ASSOCIATION, INC.

In pursuant of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That SABAL POINT PROPERTY OWNERS ASSOCIATION, INC., desiring to organize pursuant to the laws of the State of Florida with its registered office, as indicated in the Articles of Incorporation, at 552 Whisper Wood Drive, Longwood, Florida 32750, County of Seminole, State of Florida, has named Tom Armstrong, located at 552 Whisper Wood Drive, Longwood, Florida 32750, County of Seminole, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said offices.

By:   
Tom Armstrong



## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, is made as of March 9, 1983, by SABAL POINT PROPERTIES, INC., a Florida corporation, having its address at 153 Sabal Palm Drive, Longwood, Florida 32750, ("Declarant").

### WITNESSETH:

WHEREAS, Declarant initially owned the real property located in Seminole County, Florida and described as Whisper Wood at Sabal Point, according to the plat thereof, recorded in Plat Book 21, Pages 47 and 48; Cypress Landing at Sabal Point, according to the plat thereof, recorded in Plat Book 21, Pages 70 and 71; and Whisper Wood at Sabal Point, Unit 2, according to the plat thereof, recorded in Plat Book 22, Pages 37 and 38, all of the Public Records of Seminole County, Florida, and makes this Declaration for the purpose of protecting the value and desirability of the Property.

WHEREAS, Declarant is the successor to the Declarant under that Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1089, Page 0169, Public Records of Seminole County, Florida ("Original Declaration");

WHEREAS, the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida, Case No. 81-2750-CA-17 has ordered *in its* Final Judgment dated March 14, 1983, which is incorporated herein by reference, that all property which was purported to have been annexed under the Original Declaration by those documents recorded at Official Records Book 1163, Page 0171; Official Records. Book 1170, Page 0078; Official Records Book 1171, Page 1797; and Official Records Book 1204, Page 1218, all of the Public Records of Seminole County, Florida, be now subjected to a new Declaration of Covenants and Restrictions substantially in the form of the Original Declaration (Declaration);

WHEREAS, the Circuit Court has also ruled that the owners of the real property described as Whisper Wood at Sabal Point, Cypress,, Landing at Sabal Point, and Whisper Wood at Sabal Point, Unit 2, all as above-described, be organized into a new association, to be known as Sabal Point Property Owners Association,

NOW, THEREFORE, the Declarant declares that the Property shall be held, occupied, sold and conveyed subject to the terms of this Declaration. This Declaration shall run with the Property and shall bind and inure to the benefit of all persons and their heirs, personal representatives, successors and assigns now or hereafter having any right, title or interest in the Property or any part of it.

### **ARTICLE I DEFINITIONS**

The following words when used in this Declaration, or in any additional or supplemental declaration unless otherwise provided, shall have the following meanings:

Section 1. "Association" means Sabal Point Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns, whose present address is 153 Sabal Palm Drive, Longwood, Seminole County, Florida.

Section 2. 'Common Area' means the real property and improvements owned by the Association for the common use and enjoyment of its Members. The Common Area owned by the Association at the time of this Declaration is Tracts 38, 39 and 40 as set forth on the plat of Whisper Wood at Sabal Point as above-described; Tracts 93, 94 and 95 as set forth on the plat of Cypress Landing at Sabal Point as above-described; and Tracts 51, 52, 53, 54 and 55 as set forth on the plat of Whisper Wood at Sabal Point, Unit 2 as above-described, all being subject to the easements and other matters shown on the above-referenced plats.

Section 3. "Declarant" means Sabal Point Properties, Inc., a Florida corporation, its successors and assigns, including any grantee by conveyance or foreclosure proceedings, and those persons joining in the execution of these covenants and restrictions.

Section 4. "Lot" means a numbered parcel of real property that is intended for residential use and occupancy by a single family and is susceptible of ownership in fee simple contained within the Property shown on the Plats, defined below, other than the Common Area.

Section 5. 'Member' means a member of the Association.

Section 6. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those who have an interest merely as security for the performance of an obligation.

Section 7. "Plats" means Whisper Wood at Sabal Point, Cypress Landing at Sabal Point, and Whisperwood at Sabal Point, Unit 2 according to the plats thereof as recorded in the above-recited Official Record Books and Pages, Public Records of Seminole County.

Section 8. "Property" means the real property located in Seminole County, Florida, and described as all Lots and Tracts set forth in the plats of Whisper Wood at Sabal Point, Cypress Landing at Sabal Point, and Whisperwood at Sabal Point, Unit 2

## **ARTICLE II THE RIGHTS OF MEMBERS IN THE COMMON AREA**

Section 1. Easement of Enjoyment. Every Member shall have a nonexclusive and nonrestrictive easement of enjoyment in the Common Area. The easement shall be appurtenant and shall pass with the title to every Lot, subject to the right of the Association, in accordance with its articles of incorporation, bylaws and this Declaration, to:

- (a) Charge reasonable admission and other fees for the use of any recreational facility located in the Common Area;
- (b) Suspend the right of an Owner to vote and to use any recreational facility located on the Common Area: (i) if an Owner fails to pay any assessment when due, for the period during which the assessment remains unpaid, or (ii) if an Owner violates any of the published rules or regulations of the Association, for a period not to exceed sixty days;

(c) Dedicate or convey all, any part of, or any interest in the Common Area to a state or local government or an agency of either a public or private utility for purposes and upon conditions that a majority of the board of directors of the Association shall determine. No such dedication or conveyance shall be valid unless an instrument evidencing agreement to such dedication or conveyance has been signed by two-thirds of the Members entitled to vote and such instrument has been recorded; and

(d) Borrow money for the purpose of improving the Common Area and, to secure the payment of the borrowed money, mortgage the Common Area. A mortgagee under a mortgage given to secure the payment of money borrowed to improve the Common Area shall have as its sole remedy in the event of a default the right to take possession of the Common Area, charge admission and other fees as a condition to the continued enjoyment of the Common Area by the Members and permit the enjoyment of the Common Area for an admission or other fee by persons other than Members, if necessary. Upon the satisfaction of the mortgage debt, possession of the Common Area shall be returned to the Association, and the rights of the Members under this Declaration shall be restored.

Section 2. Delegation of Rights. A Member may delegate his right to enjoy the Common Area to residents on the Member's Lot in accordance with the bylaws of the Association.

Section 3. Other Easements. The easement of enjoyment granted to Members by this Article is subject, among others, to easements for the installation and maintenance of utilities and drainage facilities granted or reserved by the Plats. No improvement or material may be placed on such an easement that may damage or interfere with the installation and maintenance of utilities or that may change the direction or the flow of drainage.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership - Every Owner shall be a Member. Membership in the Association shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Voting Rights- The Association shall have one class of voting membership, and every Owner shall be entitled to one vote for each Lot owned by the Owner. If more than one person owns an interest in a Lot, each person holding an interest in the Lot shall be a Member, but not more than one vote may be cast with respect to the Lot. If one person owns more than one Lot, he shall be entitled to one vote for each Lot owned.

### **ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned by it within the Property, covenants, and each Owner, by having accepted a deed or other conveyance of a Lot, whether or not it is expressed in the deed or other conveyance of the Lot, is deemed to covenant, to pay to the Association (i) annual assessments or charges, and (ii) special assessments. The annual and special

assessments, together with interest, costs and reasonable attorneys' fees incurred in their collection, shall be a charge and continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due and shall also be the personal obligation of the Owner who owned the Lot at the time each such assessment was due. The personal obligation for unpaid assessments shall not pass to subsequent Owners unless expressly assumed by them in writing.

Section 2. Obligations of the Association and Purposes of Assessments. The Association shall, in accordance with its articles of incorporation and bylaws and in addition to other duties it may have or incur, (i) maintain and improve the Common Area, (ii) except as otherwise provided in Article VI of this Declaration, maintain, improve and replace when necessary fences and street signs constructed by the Declarant and located on the Common Area, (iii) maintain, improve and replace when necessary landscaping, sprinklers or other improvements located on the Common Area, and (iv) maintain or repair a residence or Lot in accordance with Article V of this Declaration. The assessments levied by the Association shall be used for the purpose of implementing the corporate purposes and powers and carrying out the corporate duties and obligations of the Association and promoting the recreation, health, safety and welfare of the Owners.

Section 3. Annual Assessments. The annual assessment for 1982 shall be \$169.00 for each Lot. From and after January 1 of 1983, the maximum annual assessment may be increased each year by an amount not greater than five percent of the annual assessment for the previous year by a majority vote of the board of directors, and may be increased by an amount greater than five percent of the annual assessment for the previous year by a vote of two-thirds of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. Annual assessments shall be fixed at a uniform rate for all Lots. If, during any fiscal year (as that term is defined by the bylaws of the Association), part of the annual assessments received by the Association is not actually used for the purposes described in Article IV, Section 2, then any such excess shall be applied pro rata against the assessment of each Member for the following year, provided, however, that the Association shall return such -- excess to each Member pro rata, in cash, if such action is called for by a vote of two-thirds of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the assessment authorized by Section 3 of this Article, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of paying in whole or in part the cost of any construction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto.

A special assessment and the date or dates on which it is due must be approved by two-thirds of the votes of the Members entitled to vote who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be fixed at a uniform rate for all Lots. The proceeds of any special assessment, until expended for the purpose for which it is authorized, must be segregated in a special account and not commingled with the annual assessment funds of the Association, and they must be earmarked for a specific capital improvement or extraordinary expense. Any funds so segregated shall not be used by the Association for any purpose other than that for which

they are earmarked.

Section 5. Notice and Quorum for Action Authorized under Sections 3 and 4. Written notice of a meeting of the Members called for the purpose of taking action authorized to be taken by the Members under Sections 3 and 4 of this Article shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called not more than sixty days following the first meeting, subject to the notice requirements set forth in this section, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the immediately preceding meeting.

Section 6. Duties of the Board of Directors. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1982. In addition to its other duties provided in this Declaration, the board of directors of the Association shall fix the date or dates on which the annual assessment is due and the amount of the annual assessment against each Lot at least thirty days prior to the commencement of the annual assessment period and shall, at that time, prepare a schedule of the Lots for which assessments are due and the amount of each. This schedule shall be kept in the office of the Association and shall be open to inspection by Owners. Written notice of the assessment shall be sent to all Owners at least thirty days prior to the commencement of the annual assessment period. The Association shall, upon demand, and for a reasonable charge, furnish a certificate of an officer of the Association stating whether all assessments on a specific lot that are due have been paid, the amount of the current assessment and the date on which it is due. The certificate when issued shall bind the Association.

Section 7. Effect of Nonpayment of Assessment; Remedies of the Association. If a special or annual assessment is not paid when due, the amount of the unpaid assessment, together with interest at the rate of six percent per annum and the cost of collection and attorneys' fees, including such costs and fees incurred in negotiation, at trial and on appeal, if any, shall become a lien on the Lot against which the assessment was levied from the date on which the assessment was due. No owner may avoid liability for the assessments by the waiver, nonuse, abandonment or surrender of a Lot or the easement of enjoyment in the Common Area.

If an annual or a special assessment or a portion of either is not paid within thirty days after it or a portion of it is due,, the Association may sue the Owner personally obligated to pay the assessment, foreclose the lien against the Lot or both.

Section 8. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or conveyance of a Lot shall not affect the lien for assessments. The sale or conveyance of a Lot pursuant to a mortgage foreclosure or transaction or proceeding in lieu of foreclosure, however, shall extinguish the lien for assessments that came due prior to the sale or conveyance. No subsequent sale or conveyance shall relieve an Owner from liability for assessments thereafter becoming due on a Lot from the lien for such assessments.

Section 9. Exempt Property. Property that is dedicated to and accepted by Seminole County,

Florida, or other public authority and devoted to public use and the Common Area are exempt from assessments and the lien for assessments.

## **ARTICLE V EXTERIOR MAINTENANCE**

If an Owner fails to maintain a Lot and the exterior of improvements on it in accordance with this Declaration or the residential planning criteria adopted by the board of directors, the Association, upon the vote of two-thirds of the board of directors and after fifteen days prior written notice to the Owner, shall have the right to repair, maintain or restore the Lot and the exterior of the improvements on it to a condition reasonably equivalent to the condition of other Lots and improvements located on the Property. The cost of the maintenance shall be added to the annual assessment that is levied against the Lot. Entry onto the Lot for the purpose of completing the maintenance shall not constitute a trespass.

## **ARTICLE VI ARCHITECTURAL CONTROL**

Section 1. Residential Planning Criteria. The board of directors of the Association shall promulgate and adopt by majority vote residential planning criteria for the Property and the Common Area for the purpose of protecting the value of the Property and the Common Area, maintaining high standards for development within the Property and the Common Area and providing for the health, safety and welfare of the Owners. When the residential planning criteria have been adopted by the board, they shall be applicable to and enforceable against the Property and the Common Area in the same manner and to the same extent as though they were set forth in full in this Declaration. The residential planning criteria may be amended from time to time by majority vote of the board of directors and may provide rules, regulations and restrictions involving such matters as multifamily structures, air conditioning units, for sale signs, mail boxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clothesline, parking, vehicle traffic and the state of repair of vehicles, tree removal, landscaping, gutters, easements, game and play structures, children, pets, swimming pools, sight distance of intersections, utility connections, television antennas, garages, driveways and walkways, building design, roofs, building materials, set back lines, fences and walls. These matters are set out by way of illustration only and shall not limit the authority of the board of directors to promulgate and enforce other residential planning criteria.

Section 2. Warning. The residential planning criteria substantially affect the Lots, the size, nature, style and quality of improvements that may be constructed on them, and certain other matters. Any person contemplating the purchase of any part of the Property should examine the residential planning criteria carefully. A copy of the residential planning criteria adopted by the board of directors shall be made available to any Owner, prospective purchaser of a Lot, or mortgagee upon written request of an officer or director of the Association. If there is a conflict between the provisions of this Declaration and the residential planning criteria, the provisions of this Declaration shall control to the extent of the conflict.

Section 3. Approval of Construction or Alteration. No building, fence, wall, pavement or other structure may be constructed or maintained or its exterior altered on the Property or the Common Area unless the plans and specifications for the construction or alteration have been submitted in writing to and approved in writing by the board of directors or by an architectural review committee composed of three or more people appointed by the board of directors ("ARC"). Plans and specifications will be approved only if they comply with this Declaration

and the residential planning criteria. If the board of directors or the ARC fails to approve or disapprove plans and specifications within thirty days after they have been submitted and received by the board or by the ARC, then such plans and specifications will be deemed to have been approved as submitted.

All structures for which no notification of noncompliance has been mailed by certified mail to the record Lot Owner as of the date of recording of this Declaration shall be deemed to comply with, and to have obtained the approval of, the ARC.

## **ARTICLE VII GENERAL RESTRICTIONS**

The following restrictions are imposed in addition to those that may be imposed by the residential planning criteria.

Section 1. Animals. No animals, fowl or reptiles shall be kept on or in Lots, other than birds kept as pets in cages and domestic dogs and cats kept in enclosed areas. Dogs and cats shall not be allowed off of their owner's Lot except on a leash. No pets or other animals, fowl or reptiles may be kept, bred or maintained for a commercial purpose.

Section 2. Condition of Residence and Lot. Owners shall not permit unclean or unsightly conditions to exist on their Lot that tend substantially to decrease the beauty of the Property. This restriction shall apply before, during and after any construction on the Lot.

Section 3. Fencing of Paths. No fences shall be erected on or across bicycle or pedestrian paths.

Section 4. Easements. Easements for the installation and maintenance of utilities and drainage facilities on, over, above and under portions of the Property are dedicated to the public in the recorded Plats, and easements previously recorded in the Public Records of Seminole County, Florida. All of these easements are incorporated herein by this reference thereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that may damage or interfere with the installation, operation and maintenance of such utility services or that may change the direction of or retard the flow of water through drainage channels in the drainage easements.

Section 5. Offensive Activity. There shall be no obnoxious or offensive activity on a Lot nor shall any act be done that is substantially likely to embarrass, discomfort, annoy or be a nuisance to people resident on the Property. There shall not be maintained on Lots any plants, animals or devices or things of any sort, the normal activity or existence of which is substantially likely to be obnoxious, dangerous, unsightly, or unpleasant or to diminish the enjoyment by Owners of their Lots.

Section 6. Garbage Disposal. Lots and residences constructed on them shall have trash and garbage receptacles located in a screened area not visible from the road or buried underground or shall have similar facilities constructed and situated according to standards which the board of directors of the Association may adopt from time to time.

Section 7. Sewage. Prior to the commencement of construction of a single family dwelling on a Lot, provision shall be made for the disposal of sewage by connection

with the sewer mains of the Declarant, its assigns, or the entity Declarant may contract with for providing sewage disposal service to the Property. No individual sewage disposal system or septic tank shall be constructed on any Lot or serve to dispose of sewage from any Lot.

Section 8. Vehicles other than Automobiles. No house or travel trailer, truck, camper, boat trailer, boat or commercial or similar vehicle shall be parked on the Property, the Common Area, or any of the dedicated streets in the Property at any time, either temporarily or permanently, except when stored in an enclosed garage and not visible from the streets.

Section 9. Storage Receptacles. Storage receptacles for fuel and other similar materials shall be located either within the residence constructed on a Lot, within a screened area in the residence on a Lot which is not visible from the streets, or shall be buried underground, and otherwise shall comply with reasonable standards established or to be established by the board of directors of the Association.

Section 10. Water wells. Prior to the commencement of construction of a residence on a Lot, provision shall be made for obtaining water by connection with the water mains of the Declarant, its assigns, or the entity Declarant may contract with for the service of providing water to the Property. No individual or private potable water wells may be drilled or maintained on a Lot, except for use exclusively to water a lawn on a Lot.

Section 11. Trees. Trees measuring six inches or more in diameter at three feet above ground level shall not be cut or removed from a Lot without the prior written consent of the board of directors unless the trees are located on the Lot within six\_ feet of the residence or its proposed location.

## **ARTICLE VIII GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce any restrictions, conditions, covenants, or reservations now or hereafter imposed by this Declaration or the residential planning criteria, as they may be modified or amended from time to time, by any proceeding at law or in equity. Failure of the Association or any Owner to enforce the restrictions, conditions, covenants, reservations or criteria shall not be deemed a waiver of the right to enforce them.

Section 2. Severability. The invalidation of any of the terms of this Declaration or the residential planning criteria by court order shall not affect the validity of any other terms thereof and such other terms shall remain in full force and effect.

Section 3. Duration and Termination. This Declaration and all covenants, conditions, restrictions and other matters contained herein shall run with and bind the Property until June 19, 1996, and thereafter shall be automatically extended without further notice or act for successive periods of ten years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded agreeing to terminate this Declaration. Such termination shall not become effective unless made and recorded three years in advance of the effective date of



such termination and unless written notice thereof is given to each Owner of a Lot at least ninety (90) days prior to such effective date.

Section 4. Annexation.

- (a) Additional real property may be annexed to the Property from time to time hereafter with the consent of two-thirds of the Members then in existence.
- (b) The annexation of real property under (a) above shall be accomplished by the recordation on the public records of a consent to such annexation executed by two-thirds of the Members then in existence.

Section 5. Amendment. This Declaration may be amended from time to time within twenty years after the date on which it is recorded by an instrument signed by the Owners of not less than ninety percent of the Lots and thereafter by an instrument signed by the Owners of not less than seventy-five percent of the Lots. A termination under Section 3, above, shall not be considered an amendment under this Section 5. Notwithstanding the foregoing in this Section, this Declaration may be amended for the purpose of causing this Declaration to comply with the requirements of mortgage insurance or guaranty programs of the Federal Housing Administration or the Veterans Administration based upon written directions from either such Administration, and the residential planning criteria may be amended by a majority vote of the board of directors of the Association.

Section 6. Owner's Restrictions. An Owner, without the prior written consent of the board of directors, shall not impose any additional covenants, conditions or restrictions on a Lot.

Section 7. Notices. Any notice required to be sent to a Member under this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Member that appears on the records of the Association.

Section 8. Execution in Counterparts. This Declaration may be executed in counterparts, each of which constitutes an original, and all of which taken together shall constitute a single Declaration. For purposes of recording this Declaration, only the original signature pages need be attached to the Declaration.

**AMENDED BYLAWS  
OF  
SABAL POINT PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I NAME AND LOCATION**

The name of the corporation is the SABAL POINT PROPERTY OWNERS ASSOCIATION, INC. ("Association"). The address of the corporation is PO Box 915365 Longwood, Seminole County, Florida 32791, but meetings of members and directors may be held at such places within Florida as may be designated by the Board of Directors of the Association.

**ARTICLE II DEFINITIONS**

Section 1. "Association" means the Sabal Point Property Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" means the real property and improvements as defined in the Declaration owned by the Association for the common use and enjoyment of its Members.

Section 3. "Declarant" means Sabal Point Properties, Inc., a Florida corporation, its successors and assigns.

Section 4. "Declaration" means the Declaration of Covenants, Conditions and Restrictions dated March 9, 1983, encumbering the Property and recorded in Official Records Book 1444, Page 1416, Public Records of Seminole County, Florida, as it may be amended and supplemented from time to time.

Section 5. "Lot" means a numbered parcel of real property that is intended for residential use and occupancy by a single family and is susceptible of ownership in fee simple contained within the Property, as defined in the Declaration.

Section 6. "Member" means a member of the Association.

Section 7. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those who have an interest merely as security for the performance of an obligation.

Section 8. "Plats" mean the plats as defined in the Declaration.

**ARTICLE III MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on March 24, 1983, and each subsequent regular annual meeting of the Members shall be held at a date, time and location determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, or upon written request of 10% of the Lot Owners.

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, either by delivering a copy of the notice to each Member entitled to vote or by mailing a copy of the notice, postage prepaid, at least fifteen days before the meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association or supplied by the Member to the Association for the purpose of notice. The 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, seven percent (7%) of the votes of the members shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, and these Bylaws. If, however, a quorum is not present or represented at a meeting, the Members entitled to vote may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings 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.

#### **ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of the Association shall be managed by a board of no less than 6 and no more than 10 directors.

Section 2. Term of Office. At the first annual meeting, the Members shall elect two directors for a term of one year, two directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the Members shall elect two or more directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of the 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. A director may, however, 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 that 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. 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. The 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. 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 may 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 I. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with a minimum of 48 hour posted notice at such place and hour as may be fixed from time to time by resolution of the Board. The Board may, at its discretion, skip one or more meetings if there is no pressing business.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three days' notice to each director.

Section 3. Quorum. A majority of the number of active directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors at a meeting which is duly called and held at which a quorum is present shall be regarded as the act of the Board.

## **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 the personal conduct of the Members and their guests on the Common Area, and establish penalties for the infraction of the rules and regulations;
- (b) Suspend the voting rights and right to use all or any part of the Common Area of a Member during any period in which the 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 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, 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 consecutive regular meetings of the Board of Directors;
- (e) Employ and prescribe the duties of a manager, an independent contractor, or such other employees as the Board deems appropriate;
- (f) Appoint and prescribe the duties of an architectural review committee in accordance with the Declaration and such other committees as the Board deems appropriate; and
- (g) Promulgate, adopt and amend from time to time such residential planning criteria as the Board deems appropriate in accordance with the Declaration.
- (h) Provide for the indemnification of all officers and Directors for the faithful performance of their enumerated duties.
- (i) Enter into Joint Maintenance Agreement(s) with Sabal Point Homeowners' Association, Inc.

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 any special meeting, when such statement is requested in writing by one-fourth of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are promptly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment period,

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

(3) Foreclose the lien against any property for which assessments are not paid within thirty days after due date or to bring an action at law against the Owner generally obligated to pay the same;

(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. 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) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and at the Association's expense; and

(g) Cause the Common Area to be maintained.

(h) Establish, administer, maintain, and report on financial reserves to be used for designated maintenance of the Common Areas of the Association.

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

Section 1. Enumeration of Offices. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer.

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. Each officer of the Association shall hold office for one year unless he shall sooner resign or 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 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 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 the 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 are as follows:

(a) \_\_\_\_\_ President. The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; co-sign all promissory notes; and perform such other duties as may be required by the Board.

(b) \_\_\_\_\_ Secretary. 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 a 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 perform such other duties as may be required by the Board.

(a) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse the funds as directed by resolution of the Board of Directors; sign all checks and co-sign all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings and deliver a copy of each to the Members.

#### **ARTICLE IX 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 Bylaws 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 X 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 on the property of the Member against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If an assessment is not paid within thirty days after it is due, the assessment shall bear interest from the date of delinquency at the rate of six percent per annum, and the Association may bring suit against the Owner personally obligated to pay the assessment, foreclose the lien against the property, or both. Interest, costs and reasonable attorneys' fees of any suit or foreclosure, or both, including all such costs and fees which may be incurred in negotiation, at trial, or on appeal, shall be added to the amount of the assessment. No Owner may avoid liability for the assessments by the waiver, nonuse, abandonment or surrender of a Lot or of the easement of enjoyment in the Common Area.

#### **ARTICLE XI CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words; "SABAL POINT PROPERTY OWNERS ASSOCIATION, INC. - corporation not for profit."

#### **ARTICLE XII AMENDMENTS**

Section 1. These Bylaws may be amended, altered or rescinded 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 these Bylaws, the Articles shall control and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### Section 3. Amendment History

October 2004

- Article III Section 4. – Changed quorum from 10% of members to 7%
- Article IV, Section 1. – Changed number of Directors from 6 to a minimum of 6 and maximum of 10.

March 2013

- Article I – Changed location from 153 Sabal Palm Drive to PO Box 915365, Longwood, FL 32791
- Article III, Section 1. – Changed Annual Meeting timing to a date, time, and location determined by the Board of Directors
- Article IV, Section 2 – Changed to reflect the ability to elect 2 or more Directors each year
- Article VI, Section 1 – Changed to required 48 hours posted notice for Board of Directors meetings and to allow Directors to skip one or more monthly meetings if deemed appropriate.
- Article VII, Section 2 – Added a new item which obligated the Board to establish and maintain reserves for designated maintenance of the Common Areas.

### **ARTICLE XIII FISCAL YEAR**

The fiscal year of the Association ("Fiscal Year") shall begin on the first day of January and end on the 31st day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.



## **Amended Residential Planning Criteria Adopted on February 7, 2013 by the Board of Directors of Sabal Point Property Owners Association, Inc.**

The Declaration of Covenants, Conditions and Restrictions for Sabal Point was originally recorded in Official Records Book 1444, Page 1416, public records, Seminole County, Florida ("Declaration"). This declaration provided for the formation of a committee to be known as the Architectural Review Committee (ARC). The recommendations of this committee may be modified or amended by the Board of Directors of Sabal Point Property Owners Association.

### **AIR CONDITIONING UNITS**

No window or through the wall air conditioning units will usually be permitted.

### **ARCHITECTURAL REVIEW**

No new construction or remodeling, including changes in exterior color, extensive landscaping or patios is to occur on any lot or exterior of any home without the prior approval of the Architectural Review Committee (ARC). The responsibility of architectural review is to ensure that the harmonious, high-quality image of the Sabal Point Property Owners Association is implemented and maintained. Any request for architectural review filed after the work is already started or completed is subject to a late filing fee as established by the Sabal Point Board of Directors and/or subject to removal. If you have any questions as to what needs architectural approval, either write via regular U.S. Mail or e-mail the Board of Directors via the Sabal Point Property Owners Association website once the website becomes available. All projects must be completed within reasonable time limits for approved project.

### **ARCHITECTURAL REVIEW COMMITTEE REPORTS**

The Architectural Review Committee's approval or disapproval as required in the foregoing Residential Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Homeowner submitting same. In the event the Architectural Review Board fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

### **ANIMALS**

No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the properties. Under no circumstances shall any commercial or business enterprise involving the use, care or treatment of animals be conducted on the properties. No breeding for commercial or business enterprises is allowed for any animals. All pets shall be kept on a leash that is continually under the control of the owner, or the person walking the pet, when not on the pet owner's lot or unit or on a designated area for such pets and no pet shall be allowed to roam unattended. All residents must clean up after their pets. The Association may, from time-to-time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the properties.

### **AWNINGS**

All awnings need approval of the Architectural Review Committee (ARC). Color and size must be

compatible with home's exterior colors and dimensions. Metal awnings are prohibited.

**BOATS**

No boats, jet skis, wave runners or other vehicles used for similar types of recreational purposes shall be parked or stored on any of the common properties or common areas or on any portion of a lot which is visible from any of the common properties or common areas or from any road or other lot within the property. The liability for the boat, its security and subsequent insurance is the responsibility of the boat owner. Parking of these vehicles in driveways or in the streets is not permitted.

Temporary parking for the purpose of loading and unloading boats will be allowed in the owner's driveway. Parking will be allowed up to twenty-four (24) hours for the purpose of loading or unloading only.

**BUILDING REPAIR**

No building or structure shall be permitted to fall into a state of disrepair. The owner of every home or structure is responsible at all times for keeping the buildings in good condition, and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, the owner is responsible for the immediate commencement of repairs or reconstruction.

**BUILDING SETBACKS**

The County setback requirements will apply as minimum standards. However, the Architectural Review Board must give final approval on the placement of the home upon the home site. County setbacks are:

- Front.....25 Ft.
- Rear.....30 Ft.
- Side Yard (Interior).....10 Ft.
- Side Yard (Corner).....25 Ft.

**BUSINESS**

No trade or business will be conducted or carried on upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant residing in a unit may conduct business activities within the Unit 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 unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the 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 the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of 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 or 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 therefore required. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section.

## **CLOTHESLINES**

No clotheslines are permitted which are visible from the front of the house.

## **CONSERVATION AREA / ASSOCIATION PROPERTY**

If your property backs up to Association property, special care needs to be exercised. It is illegal to dump anything into, or disturb in any way the area beyond your lot line. This includes clearing, sodding, etc. No fences may extend into Association property.

## **DRAINAGE**

No changes in elevation of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

## **DRIVEWAYS AND SIDEWALKS**

All driveways shall be maintained and kept in a neat and clean condition, free of refuse and debris.

The original design and widths of all walkways, sidewalks, driveways and aprons [sidewalk to street] may not be altered and must remain poured concrete or decorative pavers. No substitutes are allowed. No lawn or landscaped area may be paved or concreted for the purpose of vehicular parking.

Driveway and sidewalk stains from algae, mildew, or oil will be reviewed on a case by case basis. Excessive stains will be required to be removed.

## **EASEMENT PLANTINGS**

The Architectural Review Committee must approve all plantings. Potted plants are not permitted. Trees planted must match the general landscape package of Sabal Point.

## **ENFORCEMENT OF RESIDENTIAL PLANNING CRITERIA**

The following is the current procedure for sending violations to homeowners regarding violations of the Residential Planning Criteria:

- 1) The first letter to the homeowner will give notice of the violation. The Property will be rechecked in no less than fourteen (14) days.
- 2) If the Property is not in compliance or has not responded with a plan to bring the property into compliance, a second letter will be sent giving fourteen (14) days to correct the condition or provide<sup>3</sup> a written plan and timeline for bringing the property into compliance.
- 3) If the condition is not corrected within the specified or agreed upon time frame, the Board reserves the option to assess a fine, not to exceed \$100 per day, in accordance with Section 720.305 of the Florida Statutes or initiate a petition for arbitration as outlined in Chapter 720.311 of the Florida Statutes. In either option, if the Association prevails, the Homeowner will be liable for any attorney fees incurred, in accordance with Florida Statutes.

## **EXTERIOR COLORS**

Colors of materials used in any home must be compatible with other homes built or planned for the same area. As a general rule, earth tones are encouraged.

## **FENCES AND WALLS**

Decorator fences, screening walls, etc., must be approved by the Architectural Review Committee and must be of material consistent with those used on the dwelling itself. Plans for screening garage areas and outside equipment must be included on the working drawings submitted for approval. No chain link or metal fences shall be allowed.

## **FLAGS**

The ARC has approved the following guidelines for flags for homeowners:

1. No more than two (2) flagpoles (one flag per pole) may be attached to a house.
2. Flags, which are offensive in nature, shall not be permitted. "Offensive" includes, but is not limited to the following categories of words, expressions or depiction's:
  - a. Profanity or curse words.
  - b. Vulgar or obscene expressions, graphics or depictions.
  - c. Language that uses insulting terms to refer to a race, sex, orientation, nationality, religion, or handicap.
3. Flags mounted on the main structure of the house or garage shall be maximum of 3' x 5' in size.
4. Flags must be in good condition and not torn or faded.

## **GAME AND PLAY STRUCTURES**

No platform, dog house, play house shall be constructed on any lot without prior approval of the Architectural Review Committee.

## **GARAGE CONVERSIONS**

No garage shall be converted into habitable living space within the Properties.

## **GARBAGE AND TRASH DISPOSAL**

Trash and garbage must be kept in sanitary containers and, except on the day designated for trash or garbage pickup if required by the pickup service to be placed at the street curb, the containers must be kept within an enclosure that the ARC may require. No burning of trash or garbage or any other waste material is permitted.

## **HEDGES**

1. Hedges that run parallel to the front of the house must remain under 18 inches in height if adjacent to the sidewalk.
2. Hedges that run perpendicular to the front of the house must remain under six (6) feet in height.
3. Hedges may not grow to impede sidewalk traffic or interfere with line of sight.
4. If trees planted in the yard are less than ten (10) feet apart ARC approval is required. Pruning or removal can be required if the trees grow together and look like a hedge or fence or impede sight lines.
5. Shrubs that are planted as hedges are subject to removal or modification if they do not meet guidelines.
6. No hedge may directly abut or be within four (4) feet of the sidewalk in front of any property.

## **HOLIDAY DECORATIONS**

Holiday decorations may only be displayed from October 15th to January 15th.

## **LANDSCAPING**

### **Extensive Landscaping Renovations**

Extensive landscaping changes, whether done professionally or by the homeowner, requires ARC approval.

Extensive landscaping shall include the removal or replacement of 25% or more of the existing landscaping in the front or side yard.

### **Ornamentation**

The utilization of non-living objects as ornaments in the front or side yard requires approval by the ARC.

Failure to submit plans for ornaments in the front or side yard to the ARC for approval may result in the ornaments being disapproved if they are judged to be incompatible with the design of the style and design of the Neighborhood.

### **Maintenance of Landscaped Areas**

All landscaped areas (to the paved public right of way) shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees, which become dead or badly damaged, shall be replaced with similar, sound, healthy plant materials.

Dead trees in front and side yards must be replaced with a tree that is approximately the same height as the original or minimum height of 8', whichever is less.

### **Weeds and Underbrush**

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event an Owner shall fail or refuse to keep his Property free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said property and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fourteen (14) days prior written notice of such action.

## **LAWNS**

All lawns and landscape shall be maintained on a regular basis to preserve neat and attractive appearance and such maintenance shall include regular treatment for insect and weed control. All landscaping shall be regularly weeded and mulched and maintained. Minimum maintenance requirements include watering, mowing, edging, pruning and replacement of dead or dying plants, removal of weeds and noxious grasses and removal of trash.

Grass at edges may not extend more than 2" over the paved edge. Grass shall be kept neatly trimmed around all stationary objects. Grass must not exceed 6" in height. Edging around sidewalks and driveways must be maintained.

If a lawn is 25% or more weeds, bare ground, or dying grass, it must be restored so that such areas are less than 25%. Once the Association has sent a notice to a homeowner to restore their lawn,

restoration must be done within sixty (60) days from the date of the letter.

### **LIGHTING**

No exterior lighting fixtures shall be installed on any residential unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that is or may become an annoyance or a nuisance to the residents of adjacent residential units.

### **PAINT**

Residents will be required to paint and restore the exterior of the house on a regular basis to prevent fading or wash away, mildewing, chipping or cracking. ARC approval will be required to complete painting if there is a readily apparent change in the color.

### **POLLUTANTS**

No owner shall discharge or allow to be discharged any pollutant, hazardous waste or toxic materials and in the event of such discharge shall be liable for all cleanup and cost incurred in connection therewith.

### **RECREATION EQUIPMENT**

Recreation equipment must be stored away when not in active use, and overnight.

Basketball play structures, both fixed and portable; portable and fixed skateboard ramps; and all other fixed game and play structures shall be located at the rear of the dwelling so as not be visible from the street, except as provided otherwise herein. No platform, dog house, play house shall be constructed on any lot without prior approval of the Architectural Review Committee. The following additional conditions and exceptions with regard to basketball play structures shall apply:

- 1) All basketball play structures shall be located adjacent to and in conjunction with the paved driveway connecting the garage with the street. If a house has a side entrance garage, the basketball play structure shall be located behind the front line of the dwelling structure.
- 2) The distance from the edge of the street (adjacent to the driveway) to the center of the basketball play structure shall be at least one-half the length of the total driveway. The total driveway shall mean the distance from the garage entrance to the edge of the street.
- 3) All basketball play structures shall be free standing and not attached to any dwelling or garage structure.
- 4) Fixed and portable basketball play structures, if visible from the street, must comply with the following additional conditions:
  - a. They must be installed on poles designed and manufactured solely as basketball play structures, and must be made of metal, fiberglass/Plexiglas, or a combination of these materials.
  - b. They must be maintained in good condition and reasonably equivalent to the condition of other, visible basketball play structures on lots within the property. The Architectural Review committee shall determine whether these maintenance standards have been met.
- 5) All basketball play shall be limited to the hours between 9:00 A.M. and 9:00 P.M.

Portable basketball play structures when not in use shall be stored in a manner consistent with the provisions of items 1 through 5.

## **REMOVAL OF TREES**

The Architectural Review Committee shall take into account all existing natural landscaping such as trees, shrubs, palmetto, etc., and encourage the incorporation of as much of this material in the landscaping plan as possible. No trees of four inches in diameter at one foot above natural grade shall be cut or removed without prior approval of the Architectural Review Committee.

## **RENTAL RESTRICTIONS**

The renting of houses for less than twelve (12) months is prohibited.

Rentals may only be to one single family. Rental to multiple, non-family individuals is not permitted.

## **SHUTTERS**

No hurricane shutters shall be installed unless approved by the ARC. Approved hurricane shutters and/or temporary protective covering shall be deployed only after a hurricane, tropical storm, or tornado warning has been issued by the U.S. Weather Service. Approved permanent hurricane shutters must be opened and protective covering removed within forty-eight (48) hours after the hurricane, tropical storm, or tornado warning has ended.

## **SIGNS**

No signs of any kind shall be displayed to public view on any lot except for the following:

- 1) "For Sale" or "For Rent" signs are not to exceed five square feet in size.
- 2) Yard sale or Garage Sale signs may be displayed for twenty-four (24) hours prior to the start sale and must be removed immediately after the sale has ended.

## **SOLICITATION**

Sabal Point is a NO Soliciting community.

## **SWIMMING POOLS AND TENNIS COURTS**

Any swimming pool, tennis court or recreational area must be approved by the Architectural Review Committee and meet the following minimum criteria:

- 1) Composition to be of material thoroughly tested and accepted by the industry for such construction
- 2) No screening of a pool as a recreational area may extend beyond a line extended and aligned with the side walls of the dwelling unless specifically approved by the Architectural Review Committee.
- 3) Pool screening may not be visible from the street in front of the dwelling.
- 4) Any lighting of a pool or recreational area shall be designed so as to buffer and protect the surrounding residences from any direct effect of the lighting.

## **VEHICLE PARKING**

Overnight parking or storage of commercial vehicles is prohibited. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Properties in such a manner as to be visible from any point on adjacent property or the street.

No vehicle, whether a "Prohibited Vehicle" or otherwise, shall be parked on any lawn, aprons [sidewalk to street], Common Properties, Common Areas, or other portion of the Properties which is not specifically designed and intended for the parking of vehicles. No vehicle may be parked

within four (4) feet of a residential mailbox.

### **VEGETABLE GARDENS**

The general rule is that vegetable gardens will be allowed in rear yards only. Rear yards consist of a yard not visible from the street. Vegetable garden stakes and fencing for vegetable garden-type plants in the side yard will be treated on a case-by-case basis by the ARC.

### **VEHICLES-PROHIBITED**

No "Prohibited Vehicle" shall be parked or stored on any of the Common Properties or Common Areas or stored on any of the Common Properties or Common Area or on any portion of a lot which is visible from any of the Common Properties or Common Areas or from any road or other lot within the Property. For purposes of this section, a "Prohibited Vehicle" is:

- (1) Any vehicle longer than twenty (21) feet or higher than eight (8) feet.
- (2) Any commercial vehicle, i.e., one not designed and used for normal personal/family transportation.  
Any vehicle bearing commercial lettering, graphics, or other Commercial insignia, except if such lettering is completely covered with magnetic material (or other type coverings intended for outdoor use). The material must be the same color as the vehicle.
- (3) Recreational vehicles (RV), including campers, mobile and motor homes, all-terrain vehicles and dune buggies.
- (4) Trailers of any type.
- (5) Boats
- (6) Derelict vehicles, including vehicles with no current license plate (tag has expired) or vehicles incapable of self-propulsion.

For purposes of the Section, a "Prohibited Vehicle" shall not be deemed to be (even if generally described above) any commercial or public service vehicle present in the Properties while performing services for or on behalf of owners or residents of Sabal Point.

All motorized vehicles, including ATV's, motorcycles, go-carts, and similar vehicles are prohibited from entering onto any common area and walkways.

Recreational Vehicles, Boats, & Trailers – Temporary parking for the purpose of loading and unloading recreational vehicles, boats & trailers will be allowed in owner's driveway. Parking will be allowed up to twenty-four (24) hours for the purpose of loading or unloading.

### **WINDOW COVERINGS**

All interior window coverings must be maintained in a good state of repair. Interior window coverings must be manufactured vertical or horizontal blinds, curtains, shutters, or shades that fit the dimensions of the window and properly mounted. No drawings, pictures, lettering, flags, signs, etc., may be attached or visible in any part of the window other than house security signs. Small garage door windows do not need to be covered, but if they are, the coverings must be maintained in a good state of repair. If the garage door has a section of window panels, the area around the windows must be painted the same color as the garage door. If the Homeowner wishes to paint the window panels a different color from the rest of the garage door, this must be stated on the ARC application or a separate application must be submitted for approval.



## **REVISION HISTORY**

### **CHANGES MADE MARCH 2013**

#### **Clotheslines**

- Clarified clothesline restriction to not be visible from the front yard in order to comply with FL statutes.

#### **Enforcement of Residential Planning Criteria**

- Amended to follow Florida Statute 720.305 and 720.311 processes

#### **Flagpoles**

- Simplified language and changed the title to Flags

#### **Lawns**

- Removed specific reference to St. Augustine grass and cleaned up paragraph

#### **Vehicle Parking**

- Removed reference to “roads” in parking restrictions