

**The Pines  
Of  
New Port Richey  
  
A 55+  
Adult Community**

**Updated March, 2018**

**THE PINES OF NEW PORT RICHEY  
A UNIT SUBDIVISION**

- 1. Restated and Amended Declaration of Covenants, Conditions, and Restrictions**
- 2. Bylaws of The Pines of New Port Richey**
- 3. Rules and Regulations**

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE PINES OF NEW PORT RICHEY**

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**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR THE PINES OF NEW PORT RICHEY**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions is made this 25 day of July, 2012 by The Pines of New Port Richey Homeowners' Association, Inc., ("the Association") a Florida corporation.

R E C I T A L S

WHEREAS, Declarant as the developer of the real property described in Exhibit 'A' attached hereto and incorporated herein by reference caused that certain Declaration of Covenants, Conditions, and Restrictions For The Pines of New Port Richey (the "original Declaration") and Declarant or its assignee caused amendments thereto to be recorded among the Public Records of Pasco County, Florida, in O.R. Book 1293 at page 0669, O.R. Book 1298 at page 0325, and O.R. Book 1324 at page 1914, and O.R. Book 1330 at page 612, and O.R. Book 1601 at page 896, and the Association further amended the Declaration by instrument recorded in O.R. Book 5209 at page 1403;

WHEREAS, The Association, by recording this Amended and Restated Declaration, intends to consolidate the terms and conditions of the aforementioned original Declaration and amendments thereto in their entirety in accordance with the provisions set forth herein, and

WHEREAS, upon recording of this Amended and Restated Declaration the terms, conditions and provisions of the aforementioned original Declaration and all subsequent amendments thereto shall be amended and superseded by this document, and

WHEREAS, The Association by this Amended and Restated Declaration to impose upon the property described in Exhibit 'A' hereto mutually beneficial restrictions under a general plan for the benefit of all owners of residential property within the project and to provide a flexible and reasonable procedure for the overall administration, maintenance, preservation, use, and enjoyment of such property.

NOW, THEREFORE, The Association hereby declares that all of the property described in Exhibit 'A' shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, or any additions thereto, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

**Article 1**  
**Definitions**

**Section 1.** “Area of Common Responsibility” shall mean and refer to the Common Area.

**Section 2** “Articles” shall mean the Articles of Incorporation for The Pines of New Port Richey Homeowners’ Association, Inc. (the “Association”).

**Section 3.** “Board of Directors” or “Board” shall mean the elected body for the Association having its normal meaning under Florida corporate law.

**Section 4.** “Bylaws” shall mean the Bylaws of the Association.

**Section 5.** “Common Area” or “Common Area Property” shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

**Section 6.** “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board, and as may be found to be necessary and appropriate by the Board pursuant to the Governing Documents.

**Section 7.** “Declaration” shall mean this document.

**Section 8.** “Declarant” or “Developer” shall mean Greater Cypress Investment Company, a Florida corporation, its successors and assigns.

**Section 9.** “Governing Documents” shall mean the Declaration, Articles and Bylaws as the same are amended from time to time.

**Section 10.** “Lot” shall mean and refer to any residential lot as reflected on any recorded Plat of property which is a part of the Project, including any fixtures and improvements thereon.

**Section 11.** “Member” shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

**Section 12.** “Mortgage” shall mean and refer to a mortgage lien placed on a Lot and/or improvements thereon.

**Section 13.** “Mortgagee” shall mean and refer to a holder of a mortgage.

**Section 14.** “Mortgagor” shall mean and refer to a person who has placed a Mortgage on a Lot and/or improvements thereon.

**Section 15.** “Person” means a natural person, a corporation, a partnership, trustee, or other legal entity.

**Section 16.** “Project” or “Properties” shall mean and refer to the real property described in Exhibit 'A' attached hereto together with any additional lands which from time to time may be annexed herein pursuant to the terms and conditions of Article 15 herein.

**Section 17.** “Owner” or “Unit Owner” shall mean and refer to the record owner, whether one or more persons or entities, of any Unit which is located within the Project, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**Section 18.** “Unit” shall mean and refer to any residential structure located on a Lot. The ownership of a Lot and of the Unit shall not be separated. Any reference in this Declaration to a Unit or unit shall mean and include the Lot, unless context requires otherwise.

**Section 19.** “Turnover” shall mean where, as provided and allowed by the declaration, the Declarant has transferred control of the Association to a Board, the majority of whom have been elected by the members of the Association.

## **Article 2** **Property Rights**

**Section 1** Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property.

Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

## **Article 3** **Membership and Voting Rights**

**Section 1. Membership.** Every person or entity who is the record owner of a fee or undivided fee interest in any Lot within the Project shall be a member of the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event of multiple Owners of a Lot, voting and rights of use and enjoyment shall be as provided in the Bylaws

**Section 2. Voting.** The Association shall have one class of membership. Each Member shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 herein, but limited to only one vote per Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as provided in the Bylaws.

**Article 4**  
**Maintenance of Project and Expenditure of Assessments**

**Section 1 Maintenance.** The Association shall maintain and keep in good repair the Common Areas, and paint the building exteriors as set forth herein. Such maintenance and painting shall be funded as hereinafter provided.

**Section 2. Common Area Maintenance.** This maintenance shall include, but not be limited to, the following:

- a. Maintenance and repair of structures or improvements that may be constructed within the Common Areas from time to time.
- b. Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon.
- c. Electricity and bulbs to maintain streetlights for the Common Areas.
- d. Maintenance of the grounds for the Common Area, including, but not limited to, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the Common Area.
- e. Paving and/or cleaning of any roadways and parking areas shown on the plats of the Project.
- f. Public liability insurance, insuring the association against any and all liability to the public and insuring the Association against any and all liability to any Owner arising out of the occupancy or use of the Common Areas.
- g. Comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Area.
- h. Trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon.
- i. Any and all legal fees, audit fees and miscellaneous management
  - i. fees that are necessary and proper in the opinion of the Board and any
  - ii. and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the Bylaws, or which is necessary or
  - iii. proper in the opinion of the Board for the operation of the Common Areas,
  - iv. for the benefit of the Owners or for enforcement of these restrictions.

- j. Any and all other purposes deemed necessary and proper upon a proper vote
  - i. as set forth in the Bylaws at a meeting duly called for the purpose of determining
  - ii. annual assessments, the Association may vote to establish an additional category
  - iii. for the happening of certain named events or services which are required or
  - iv. desired by the Association, which vote shall be determined and set forth
  - v. in a resolution duly voted upon and executed by the Association.

**Section 3. Lot Maintenance.** In addition to the maintenance of the Common Area, the Association shall be responsible for the maintenance of all Lots which shall include the following: (a) mowing; (b) edging; (c) weeding; (d) trimming shrubbery along front and sides of buildings, and (e) trimming lower branches (up to 8 ft. high) of trees scraping buildings. This does not include additional tree trimming, pruning, de-mossing, topping or complete removal, which are the sole responsibility of the Owner.

The Owner shall also be responsible for the maintenance and care of any landscaping or shrubbery within enclosed, screened or fenced-in areas. Additionally, each Owner shall be responsible for the maintenance and care of any landscaping or shrubbery added by the Owner from time to time which requires maintenance above and beyond the scope of the Association's maintenance duties listed in this section. Owners are responsible for their sprinkler system maintenance and the removal of any vegetation debris and/or fallen tree limbs to maintain a neat visual appearance.

**Section 4. Unit Exterior Painting.** The Association shall be responsible for painting the unit exteriors on an as needed basis in order to insure the unit exteriors are kept in a condition comparable to their original appearance, normal wear and tear excepted. To insure a uniform appearance, no Owner shall paint the exterior of his unit without the prior written approval of the Board.

**Section 5. Unit Interior and Exterior Maintenance.** Each Owner shall be responsible for the maintenance of the interior and exterior of his Unit together with any additional improvements constructed upon his Lot and the costs related thereto. The maintenance to be performed by the Owner shall include, but not be limited to, repair of exterior surfaces of the building and cleaning, maintenance, or repair of any screened enclosures or glass surfaces or any other improvement constructed upon a Lot and insect extermination. Said maintenance to be performed by the Owners shall be performed as and when necessary in order to keep said Units and improvements in a condition comparable to their original condition, normal wear and tear excepted. In the event any Owner fails to maintain the exterior of his Unit in accordance with the foregoing guidelines, the Association shall have the right to perform the required maintenance and assess the Owner for any costs incurred in so doing.



**Section 6. Maintenance Cost.** The costs of the services set forth in Sections 2, 3 and 4 for which the Association is responsible, shall be shared on a pro rata basis by all Owners and shall be a part of the annual assessment for Common Expenses to which the Lots are subject pursuant to the provisions of Article 8 of this Declaration. In the event any extraordinary maintenance, repair or replacement is required as a result of the willful or negligent act of an Owner or his family, guest or invitees, or any Owner's failure to maintain any portion of his Lot or Unit which he is obligated to maintain, the Owner of the Unit requiring such maintenance, repair or replacement shall be responsible for the cost of the same and the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which the Lot is subject.

**Section 7. Easement for Maintenance and Ingress and Egress** In conjunction with the maintenance of the Lots and the exterior of the Units and ingress and egress thereto, the Association, and its agents, or employees shall have an easement for ingress, egress and regress in, over and upon the open portions of all Lots for the purpose of maintaining the Lots and Units.

## **Article 5** **Insurance and Casualty Losses**

**Section 1. Common Area Insurance.** The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least \$100,000 per person limit, as respects bodily injury, a \$300,000 limit per occurrence, and a \$50,000 minimum property damage limit. Premiums for all insurance on the Common Area shall be Common Expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assessment, as defined in Article 8, Section 1.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Florida and holding a rating of A1 or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.
- (b) All policies on the Common Area shall be for the benefit of the Owners and their mortgagees as their interests may appear.
- (c) Exclusive authority to adjust losses under policies in force on the Property obtained by the

Association shall be vested in the Board provided, however, that no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary and reviewed by one or more qualified persons, at least one of whom must be in the real estate business.

(e) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons at least one of whom must be in the real estate industry and familiar with construction in the Pasco County, Florida area.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- i. A waiver of subrogation by the insurer as to any claims against the Board its manager, the Owners and their respective tenants, servants, agents, and guests;
- ii. A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- iii. That no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;
- iv. That no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer, employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to secure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any owner or mortgagee;
- v. That any 'other insurance' clause in any policy exclude individual Owners policies from consideration.

**Section 2. No Partition.** Except as is permitted in the Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this declaration. This Section shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

mortgagees, and the insurance carried by the Association shall be primary and reviewed by one or more qualified persons, at least one of whom must be in the real estate business.

### **Section 3. Disbursement of Proceeds.**

Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area, or in the event repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected owner or owners and their mortgagee(s), as their interests may appear, if any Unit is involved, shall be retained by and for the benefit of the Association.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or reconstruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3 (a) thereof.

### **Section 4. Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

**Section 5. Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair, such excess shall be disposed to the benefit of the Association.

**Section 6. Unit Insurance.** Each Owner shall secure and keep in force a homeowner's or similar all risks insurance policy insuring his Unit against fire and other hazards with an insurance company acceptable to the Association. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction of the Unit in the event of damage or destruction from any such hazard. Proof of satisfactory coverage shall be provided to the Association annually **and all such policies shall require written notice be given to the Association in the event of cancellation, termination or expiration.**

In the event any Owner fails to provide the required insurance or proof thereof, the Association may levy a late fee of \$1 per day of non-compliance. If an Owner fails to maintain the required insurance coverage for more than 45 days the Association shall have the right to impose a fine in accordance with Florida State Statute 720.305(2) and assess the Owner for any and all costs relating thereto incurred by the Association including legal fees and costs. Any such assessment shall be secured by a lien against the unit for which such costs are incurred in accordance with the provisions of Article 8, Section 4, hereinafter.

## **Article 6** **Condemnation**

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Units subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the at least seventy five percent (75%) of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of the Association. If such improvements are to be repaired or restored, the above provisions in Article 5 herein regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**Article 7**  
**Rights and Obligations of the Association**

**Section 1. The Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

**Section 2. Personal Property and Real Property for Common Use.** The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Association shall accept any real or personal property, leasehold, or other property interests within the Project conveyed to it by the Declarant.

**Section 3. Rules and Regulations.** The Board may make and enforce reasonable rules and regulations governing the use of the Common Areas and the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Unit and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances.

**Section 4. Implied Rights.** The Association may exercise any other right or privilege given to it expressly by the Governing Documents and applicable law, and every other right or privilege reasonably to be implied from the existence of any such right or privilege or reasonably necessary to effectuate any such right or privilege.

**Article 8**  
**Assessments**

**Section 1. Creation of General Assessment.** There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board. General assessments shall be allocated equally among all Lots within the Project from time to time and shall be for expenses (including those itemized in Article 4 of this Declaration) determined by the Board to be for the benefit of the Association as a whole.

Each Owner, by acceptance of his or her deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with interest at the highest contract rate allowable under the laws of Florida from time to time relating to usury for residential real estate loans, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

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 Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual assessment for delinquents.

**Section 2. Computation of Assessment.** The Board shall prepare and adopt an annual budget, and the following provisions shall apply:

(a) A copy of the proposed budget of Common Expenses shall be mailed to each Owner not less than thirty days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification.

(b) The budget may, at the Board's discretion, include a capital contribution establishing a reserve fund, in accordance with a capital budget separately prepared.

(c) If a budget is adopted by the Board which requires assessments against the Owners in any year exceeding one hundred fifteen percent of such assessments for the preceding year, as hereinafter defined, the Owners have the option of disapproving the budget and adopting a budget approved by the Owners. Upon written application of ten percent of the Owners a special meeting of the Owners shall be held within 30 days of delivery of such application to the Board or any member thereof. Notice of the special meeting shall be given to all Owners not less than ten days prior to the special meeting. The notice to the Owners shall state the purpose of the meeting.

The adoption of an alternate budget by the Owners shall require the affirmative vote of not less than a majority of all Owners. Otherwise, the budget adopted by the Board shall be deemed to be effective.

(d) Notwithstanding the foregoing, the Board may propose a budget to the Owners at a meeting of the Owners at which a quorum is present in person or by proxy or by writing and if such budget or proposed budget be approved by a majority of the Owners at the meeting or by a majority of their whole number by writing, such budget shall be adopted.

(e) In determining whether a budget requires assessment against Owners in any year exceeding one hundred fifteen percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board in any capital budget adopted by the Board.

(f) In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board providing the total of assessments against the Owners, including those as a result of the amended budget, do not exceed one hundred fifteen percent of the assessments against Owners for the preceding year as computed according to this Section 2.

In the event the amended budget shall cause increase in the total assessments against the Owners in excess of one hundred fifteen percent of said assessment for the preceding year, then the provisions of this Section 2 shall apply prior to the amended budget becoming effective.

(g) Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

(h) Within sixty days following the end of the fiscal or calendar year, the Board shall mail, or furnish by personal delivery to each Owner, a complete financial report of the actual receipts and expenditures for the prior twelve months. The report shall show the amounts of receipts by account and receipt classifications and shall show the amounts of expenses by account and expense classifications.

**Section 3. Special Assessments.** At certain times the necessity will arise to perform certain maintenance in the Project; providing said maintenance and repair is not the result of an emergency, then in such event such maintenance and repair shall be anticipated and budgeted in the annual report for the year within which the work will be done. If the reserve funds maintained by the Board are inadequate to defray the cost of any such maintenance and repair or in the event a capital budget has not been adopted as provided in Section 5, the Board shall have the authority to levy a special assessment to pay said cost. The amount of such special assessment shall be apportioned among the Owners in the same manner as the general assessments are apportioned.

**Section 4. Lien for Assessment.** All assessments shall constitute a lien on each Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments, and in other levies which, by law, would be superior thereto. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at a foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period that a Lot is owned by the Association following foreclosure; (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 5. Capital Budget and Contribution.** The Board may, at its option, prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. If a capital contribution is adopted, it shall be included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

## **Article 9** **Architectural Standards**

**Section 1. Review and Enforcement.** All property which is now, or may hereafter be, subject to this Amended Declaration is subject to architectural and environmental review by the Board or by an Architectural Committee (the "Committee") which the Board may, at its option, establish.

The Board shall have the authority to either uphold or reverse the decision of the Committee. The Board shall have the authority and standing on behalf of the Association to enforce the decisions of the Board or the Committee in Courts of competent jurisdiction.

**Section 2. Committee Membership.** If the Board, in its discretion, shall establish the Committee, it shall consist of at least three and not more than five Members.

**Section 3. Jurisdiction.** The Board, or the Committee, if one is appointed by the Board, shall have exclusive jurisdiction over the design, decoration and location of new construction, and over modifications, additions or alterations made on or to existing Units or structures, and the open spaces, if any, appurtenant thereto.

**Section 4. Procedure.** The Board, or the Committee, if one is appointed by the Board, shall promulgate reasonable and detailed standards and procedures governing its area of responsibility as stated above. Plans and specifications showing the nature, kind, shape, color, size, materials and location of the improvements, modifications, additions or alterations, shall be submitted for consideration of the Board or Committee for approval as to quality of workmanship and design, and harmony of external design with existing structures, topography and finish grade elevation. Nothing herein contained shall be construed to limit the right of an Owner to remodel the interior of his Unit or to paint the interior thereof any color desired. In the event the Board or Committee fails to approve or disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

**Article 10**  
**Unit Owner's Obligations and Restrictions**

**Section 1. Duty to Comply.** Each Owner, and the guests, invitees, or tenants of every Owner shall have an obligation and duty to comply with the Governing Documents and the Rules and Regulations of the Association.

**Section 2. Use of Unit.** The Units shall be used and occupied by the respective Owners and tenants thereof as private single family residences for themselves, their families and social guests, and for no other purpose, except where specific exemptions are made in this Declaration. The term "single family" shall mean one or more persons related by blood, marriage or adoption or no more than two unrelated persons living and cooking together as a single housekeeping unit. In order to provide for a congenial occupation of the Project and to provide for the protection of the value of the Units, the use of the Project shall be restricted in accordance with the following provisions:

(a) The occupancy of any of the units is hereby limited to permanent residents, at least one of whom shall be fifty-five (55) years of age or older and none of whom shall be under eighteen (18) years of age. For purposes of this Section, the term "permanent" shall be defined as occupancy of a unit for a period of time exceeding thirty (30) days in any calendar year. Any occupancy of less than this period of time shall not be deemed to be Permanent. Not less than eighty percent (80%) of the units shall have at least one permanent occupant, who is fifty-five (55) years of age or older. The Association shall adopt such policies and procedures as may be necessary to meet the requirements of both the Federal and "State Fair Housing Acts as same may be amended from time to time. The Board shall have the authority to make exceptions to the foregoing age limitation on permanent residents for the purpose of allowing permanent occupancy by an underage surviving spouse, significant other, or immediate family member, and also to allow exceptions for occupancy by underage family members who may inherit the property by bequest in a Will or Trust or general operation of law.

(b) No Unit may be used for transient or hotel purposes.

(c) No owner may lease or rent a Unit for a lease period of less than twelve (12) consecutive months. The Association shall have the right to require that a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. After approval as set forth herein, entire units may be rented provided the occupancy is only by the lessee his family and guests. No individual rooms may be rented.



(d) Reasonable rules and regulations concerning the use of the project and especially the common area may be promulgated by the association pursuant to the Bylaws. Copies of all rules and regulations shall be furnished to all Owners.

(e) All clothes lines shall be maintained in the rear yard of a lot only and shall be of the retractable type. Clothes lines shall be retracted when not in use.

**Section 3. Obligation to Maintain Interior of Unit.** Each Owner at his sole cost and expense repair the interior of his unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**Section 4. Obligation to Rebuild.** If all or any portion of a Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct the same in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within sixty (60) days after damage occurs and shall be completed within six (6) months after damage occurs, unless prevented by causes beyond the control of the Owner. In the event an Owner fails to rebuild as set forth herein above, the Association shall have the right but not the obligation, to do so and assess the Owner for any costs or expenses so incurred by the Association. Any such assessment shall be secured by a lien against the unit for which such costs or expenses are incurred in accordance with the provisions of Article 8, Section 4, hereinafter.

## **Article 11** **Mortgagee Provisions**

The following provisions apply to the Project, and none may be amended without the consent of at least two thirds (2/3) of the first Mortgagees:

**Section 1. Consent of Lenders Required.** Unless two thirds (2/3) of the institutional holders of first Mortgages within the Properties have given their prior approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer any of the Common Area owned, directly or indirectly, by the Association for the benefit of the Units; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of Units, and the maintenance of the Common Area in the Properties; or

(d) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such Common Area.

**Section 2. Payment of Taxes.** First Mortgagees of Units may, jointly or singly, pay taxes or other

charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

**Section 3. No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of a Unit pursuant to its Mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

**Section 4. Notice to Mortgagee.** Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first Mortgagee, upon request designating such Unit, will be entitled to written notification from the Association of any default in the performance by any owner of a Unit in which such Mortgagee has an interest of any obligation under this Declaration, the Bylaws, or the Articles of Incorporation which is not cured within 60 days.

**Section 5. Management Agreement Limitations.** Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Project, or any other agreement providing for services shall be fair and reasonable.

## **Article 12** **Party Walls**

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

**Section 2. Sharing of Repair and Maintenance.** The reasonable repair and maintenance of a party wall not covered by insurance shall be shared equally by the Owners who make use of the wall.

**Section 3. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

**Section 4. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Article 13**  
**Common Roofs**

**Section 1. General Rules of Law to Apply.** Each roof which is shared by two or more Units shall constitute a common roof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common roofs and liability for property damages due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The reasonable repair and maintenance of a common roof not covered by insurance shall be shared equally by the Owners who make use of the roof.

**Section 3. Weatherproofing.** Notwithstanding any other provisions of this Article, an owner who by his or her negligence or willful act causes a common roof to be exposed to the elements other than normal exposure to outer roof surfacing, shall bear the whole costs of furnishing the necessary protection against such elements.

**Section 4. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**Article 14**  
**Transfer Requirements**

**Section 1. Option Granted.** In the event any owner wishes to sell, transfer, rent or lease his Lot the association shall have the option to purchase, or lease the same upon the same conditions as are offered by the Owner to a third person. Any attempt to sell, rent or lease a Lot without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title interest whatsoever upon any purchaser, tenant, or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided. Provided further, however, that any institutional mortgagee(s) has no duty to inquire as to whether an approval of the Association was obtained prior to the conveyance. The mortgage lien of institutional mortgagee(s) shall not be invalidated in the event the approval procedure provided in this Article 14 is not followed.

**Section 2. Procedure.** Should an Owner wish to sell, transfer, lease, or rent his Lot he shall, before accepting any offer to purchase, sell, lease or rent his Lot deliver to the Board of the association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five days from receipt of such notice) as may be required by the Board.

**Section 3. Association Procedure.** (a) The Board within ten days after receiving such notice and such supplemental information as is required by the Board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Owner's unit (or mailed to the place designated by the Owner in his notice), designate the Association, or one or more persons, other than Owners, who are willing to purchase, lease or rent upon the same terms as those specified in the owner's notice.

(b) The stated designee of the Board shall have fourteen days from the date of the notice sent by the Board within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the owner's notice. Thereupon, the Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board. Failure of the Board to designate such person(s) within the period specified in subparagraph (a) of this Section 14.3 or failure of such person(s) to make such binding offer within said fourteen day period shall be deemed consent by the Board to the transaction specified in the Owner's notice, and the Owner shall be free to make or accept the offer specified in his notice, and sell, lease rent said interest pursuant thereto to the prospective purchaser or tenant named therein within sixty days after his notice was given.

(c) The consent of the Board shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board fail to act, as herein set forth, and within the time provided herein, the Board shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the board as herein set forth.

**Section 4. FURTHER COMPLIANCE.** In the event the sale to a third party is approved by the Board but is not ultimately consummated or the Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Owner may not sell, lease or rent his unit without further complying with the terms and conditions of this Article.

**Section 5. LEASE RESTRICTIONS.** (a) No Lot acquired after the effective date of this provision may be leased during the first two (2) years of ownership. The Board may promulgate rules to maintain the integrity of this provision.

(b) All leases must be in writing and initial and renewal terms shall be for no fewer than 12 months. Leases and renewals are subject to the prior approval of the Board, and no Owner shall give possession of a Lot to the tenant before approval is obtained. No leases of only portions of a Lot or Unit, and no sub-leases, shall be permitted. The Board may disapprove a lease or renewal because of a violation of the governing documents or applicable law. These conditions do not apply to the Association, which may lease out Lots to which it has acquired title or otherwise as provided by law. For purposes of this section any person occupying a Lot while no Owner of that Lot is in occupancy of it, for more than 15 days cumulative in any 12-month period, shall be considered a tenant, regardless of whether any rent is being paid or was contracted for. If the title to the home is in a land trust which gives the beneficiary in occupancy the right of occupancy, then the trust beneficiary shall be considered the Owner.

**Section 6. FEES.** A fee of \$50 shall be charged in connection with the proposed transfer of property as reimbursement of expenditures reasonably required for document handling.

**Section 7. MORTGAGEE PROVISIO.** Anything in this Article 14 to the contrary notwithstanding, should any Lot at any time become subject to any institutional mortgage, the holder thereof, upon becoming the owner of said Lot through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said Lot including the fee ownership thereof, without prior offer to the Board.

**Article 15**  
**Declarant's Rights and Privileges**

**Section 1. Additional Common Areas and Facilities.** In the event Declarant annexes additional lands into the Project which contain a total of sixty (60) or more additional Lots, the Declarant agrees to construct and convey to the Association at Declarant's expense at least one additional pool and cabana.

**Article 16**  
**General Provisions**

**Section 1. Term.** The covenants and restrictions of this Declaration shall be perpetual and shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns unless amended or terminated as provided for herein.

**Section 2. Amendment.** This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association. Any amendment must be recorded in the Public Records of Pasco County, Florida.

**Section 3. Indemnification.** The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board ) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's liability insurance to fund this obligation.

**Section 4. Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

**Section 5. Owner's Right to Ingress, Egress, and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

The Association shall maintain the speed bumps in the entrance to the community to control the speed limit of 15 MPH. The speed bumps shall not be removed without the consent of a majority of the voting interests.

**Section 6. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

**Section 7. Easements for Utilities Etc.** There is hereby reserved unto the Association, the right and power to grant blanket easements upon, across, over, and under any portion of the Common Area property for ingress, egress, installation, replacing, repairing, and maintaining television systems, security, and similar systems, and all utilities, including, but not limited to, water, sewers, telephones, and electricity. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or service to erect and maintain the necessary poles and other equipment on said property and to affix and maintain utility wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said common area property, except as may be approved by the Board. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement on said common area property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement. The Board shall have, by two thirds (2/3) vote, the power to dedicate all or part of the Common Area to Pasco County or other local governmental entity.

**Section 8. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**By-Laws**  
**of**  
**The Pines of New Port Richey, Inc.**  
**A Corporation Not For Profit**

**Updated March 2018**

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## BYLAWS

### PINES OF NEW PORT RICHEY HOMEOWNERS ASSOCIATION, INC.

#### SECTION 1 GENERAL

**Section 1.1 IDENTITY.** These are the Bylaws of The Pines of New Port Richey Homeowners' Association, Inc., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617, Florida Statutes.

**Section 1.2 FISCAL YEAR.** The fiscal year of the Association shall be January 1 through December 31, or as determined by the Board of Directors.

**Section 1-3 SEAL.** The seal of the association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation,

**Section 1.4 DEFINITIONS.** The terms used herein shall be defined as follows:

- (a) "**Articles**" shall mean the Articles of Incorporation for the Association
- (b) "**Board of Directors**" or "**Board**" shall mean the elected body for the Association having its normal meaning under Florida corporate law.
- (c) "**Bylaws**" shall mean this document
- (d) "**Common Area**" or "Common Area Property" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- (e) "**Common Expenses\***" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board; all as may be found to be necessary and appropriate by the Board pursuant to the Governing Documents.
- (f) "**Declaration**" shall mean the Declaration of Covenants, Conditions, and Restrictions for the Project as amended from time to time.
- (g) "**Developer**" or "**Declarant**" shall mean Greater Cypress Investment Company, a Florida corporation, its successors and assigns.
- (h) "**Governing Documents**" shall mean the Declaration, Articles and Bylaws as the same are amended from time to time.
- (i) "**Lot**" shall mean and refer to any residential lot as reflected on any recorded Plat of property which is a part of the Project and any fixtures or improvements thereon.
- (j) "**Member**" shall mean and refer to a person or entity entitled to membership in the

Association, as provided herein.

(k) "**Mortgage**" shall mean and refer to a mortgage lien placed on a Lot and/or improvements thereon.

(l) "**Mortgagee**" shall mean and refer to a holder of a Mortgage.

(m) "**Mortgagor**" shall mean and refer to a Person who has placed a mortgage on a Lot and/or, improvements thereon.

(n) "**Person**" means a natural person, a corporation, a partnership, trustee, or other legal entity.

(o) "**Project**" or "**Properties**" shall mean and refer to the real property described in Exhibit "A" attached hereto together with any additional lands which from time to time may be annexed herein pursuant to the terms and conditions of Article 15 of the Declaration.

(p) "**Owner**" or "**Unit Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot/Unit which is part of the Project, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(q) "**Unit**" shall mean and refer to any residential structure located on a Lot. The ownership of a Lot and of the Unit shall not be separated. Any reference in these Bylaws or the Declaration to a Unit or Residential Unit shall mean and include the Lot, unless the context requires otherwise.

(r) "**Turnover**" shall mean where, as provided and allowed by the Declaration, the Declarant has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association.

## **SECTION 2** **BOARD OF DIRECTORS**

### **Section 2.1 NUMBER AND QUALIFICATION.**

(a) The affairs of the Association shall be governed by a Board of Directors consisting of no less than three members and no more than five persons, all of whom shall be Owners. Should any Lot be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder/director/officer/general partner or employee of such Owner shall be eligible to serve as a director. At any meeting at which directors are to be elected, the Owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or corporation statutes of the State of Florida.

(b) The terms of the members of the Board shall expire annually.

**Section 2.2 VACANCY AND REPLACEMENT.** If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office

or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

**Section 2.3 REMOVAL.** Except as provided herein directors may be removed, with or without cause, by an affirmative vote of a majority of the Members at any regular or special meeting of the membership of the association.

**Section 2.4 INITIAL BOARD OF DIRECTORS.** The directors of the initial Board shall hold office and exercise all powers of the Board until the first election of the Board.

**Section 2.5 POWERS OF BOARD OF DIRECTORS.**

(a) The Board shall effect all of the powers granted to the association by Chapter 720 and Chapter 617, Florida Statutes, the Declaration or as granted by Article 5 of the Articles of Incorporation of the Association, except as may be specifically prohibited therein or by these Bylaws. The Board has the power to adopt and amend Rules and Regulations (the "Regulations") except the power to adopt or amend the Regulations shall be limited so that all Regulations and their amendments shall be repealed if written notice of an objection to any Regulation or amendment is filed by a majority of the Members within ninety days after notice of the adoption of the Regulation or amendment is furnished to the Members. The Regulations of the Association, shall be maintained by the secretary and furnished to each Member when changed by the Board.

(b) The directors may, pursuant to Chapter 720 of the Florida Statutes impose fines in such reasonable sums as they deem appropriate, not to exceed one hundred dollars against Owners and Owners' tenants, guests and invitees for violations of the Declaration, Articles, these Bylaws or the rules and regulations, and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the person sought to be fined has been given an opportunity to be heard before the violations committee.

**Section 2.6 MEETINGS.**

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

(b) Any director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof

(c) Special meetings of the Board may be called by the president on five days notice to each director. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three directors.

(d) Subject to the limitations contained in Chapter 720 of the Florida Statutes, all meetings of the Board shall be open to Members and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight hours prior to any such meeting to call the Members' attention thereto; provided, however, in the event of any emergency, such notice

shall not be required, when the Board shall consider assessments against Members, the notice of meeting shall contain a statement that assessments are an agenda item and shall describe the nature of the proposed assessments.

(e) At all meetings of the Board a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at the meeting at which there is a quorum shall be the act of the Board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of the Board, the directors present at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) Each director shall have one vote and such voting may not be by proxy.

(g) Meetings of the Board may be held by “conference call” so long as all those in attendance at the Board meeting are able to hear and monitor (by loud speaker or other such device) the entire Board meeting and the notice requirements of the section are satisfied.

### **Section 2.7 ORDER OF BUSINESS.**

The order of business at all meetings of the Board shall be as follows;

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting.
- (d) Resignations and elections.
- (e) Reports of officers and employees.
- (f) Reports of committees.
- (g) Unfinished business.
- (h) Original resolutions and new business.
- (i) Adjournment.

**Section 2.8 Compensation.** No person shall receive any compensation from the Association for acting as a director.

**Section 2.9 Annual Statement.** The Board will present, not less often than at the annual meeting, a full and clear statement of the business and condition of the Association.

## **SECTION 3** **OFFICERS**

**Section 3.1 DESIGNATION.** The principal officers of the Association shall be the president, the vice-president the secretary and the treasurer, all of whom shall be elected by the Board. The Board by appointment an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice-president, but no other officers, need be Members of the Board. Any two offices may be held by the same person, except the offices of President and Vice-President. The office of Vice-President may be vacant.

**Section 3.2 ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

**Section 3.3 REMOVAL OF OFFICERS.** Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

**Section 3.4 PRESIDENT.** The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of president of a not for profit corporation organized under the laws of the State of Florida, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**Section 3.5 VICE-PRESIDENT.** The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board shall appoint some other member of the Board to act in the place of the president, on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the president.

**Section 3.6 SECRETARY.** The secretary shall keep the minutes of all meetings of the Members and the Board and shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of secretary of a not for profit corporation organized under the laws of the State of Florida.

**Section 3.7 TREASURER.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of treasurer of a not for profit corporation organized under the laws of the State of Florida. He may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. He may have custody of and shall have the power to endorse for other investment instruments owned or controlled by the Association, or as fiduciary for others.

**Section 3.8 AGREEMENTS, CONTRACTS, DEEDS, CHECKS.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board.

## **SECTION 4** **MEMBERSHIP**

**Section 4.1 ASSOCIATION MEMBERSHIP.** Subject to the provisions of the Declaration, each owner of a Lot within the Project shall be a Member of the Association and the Owner(s) of each Lot shall be entitled to cast one vote for each Lot owned.

**Section 4.2 VOTING MEMBERS.** If only one of the multiple Owners of a Lot is present at a meeting of the Association, he is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the votes allocated to that Lot may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

**Section 4.3 CORPORATE AND PARTNERSHIP OWNERSHIP.** A corporate Lot Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific Person by the Board of Directors or bylaws of the owning corporation. A partnership Lot Owner's vote may be cast by any general partner of the owning partnership in the absence of express notice of the designation of the specific person by the owning partnership. The directors may require reasonable evidence that a person voting on behalf of a corporate owner or partnership owner is qualified so to vote.

**SECTION 5**  
**MEETINGS OF MEMBERSHIP**

**Section 5.1 ANNUAL MEMBERS' MEETING.** The annual Members' meeting shall be held at a time and place designated by the Board. The meeting shall be held in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

**Section 5.2 SPECIAL MEETINGS.**

(a) Special meetings of the Members for any purpose or, purposes, may be called by the president and shall be called by the president or secretary at the request, in writing, of one-third of the Members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

**Section 5.3 RIGHT TO VOTE.**

(a) At any meeting of the Members, every vote may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and any adjournment thereof but in no event shall any proxy be valid for a new date of the first meeting for which it was given, and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.

(b) The appearance at any meeting of any Member who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such Member.

**Section 5.4 VOTE REQUIRED TO TRANSACT BUSINESS.** When a quorum is present at any meeting, the majority of the vote of the Members present in person or represented by written proxy shall decide any question brought before the meeting unless the question is one upon which, by express provision of the Florida Statutes or Governing Documents a different vote is required.

**Section 5.5 QUORUM.** A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership of the Association, including those Members present in person and those represented by written proxy.

**Section 5.6 THE ORDER OF BUSINESS.** The order of business at annual Members' meetings, and as far as practical at other Members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice and meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election,
- (g) Election of directors.
- (h) Unfinished business.
- (I) New business.
- (J) Adjournment.



## **SECTION 6** **NOTICES**

**Section 6.1 DEFINITION.** Whenever under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid envelope addressed to the address of the director or Member as it appears on the books of the Association.

**Section 6.2 SERVICE OF NOTICE; WAIVER.** Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

**Section 6.3 NOTICE.** Written notice of any annual or special meeting of Members, stating time, place and objective thereof, together with all of the names of the candidates for Board membership, if applicable, shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association as to any annual meeting, fourteen days advance written notice shall be given to each Member. The post office certificate of mailing shall be retained as proof of such mailing. In addition, such notice shall be posted in a conspicuous place on the Project at least fourteen days prior to such meeting. As to any special meeting, five days advance written notice shall be given to each Member. Notice to Members of Board meetings shall be as is provided by Section 2.6 of these Bylaws.

**Section 6.4 ACTION BY ASSOCIATION WITHOUT A MEETING.**

Any action required by Florida Statutes, these Bylaws, or the Articles of Incorporation of this Association to be taken at any annual or special meeting of Members of the Association, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by the Members of the Association having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all of the members are present.

**SECTION 7**  
**COMPLIANCE AND DEFAULT**

**Section 7.1 Relief.** Each Member shall be governed by, and shall comply with, all of the terms of the Declaration, Articles, and these Bylaws. In addition to the remedies provided by the Governing Documents and a default by a Member shall entitle the Association to the following relief:

(a) **Additional Liability.** Each Member shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court. Proceeding herein shall include any legal fees and costs arising from default, whether or not suit is filed.

(c) **No Waiver of Rights.** The failure of the Association, the Board or of a Member to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association, the Board or the Member to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the association, the Board or any Member pursuant to any term, provision, covenant or condition of the Governing Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or at law or in equity.

(d) **Abating and Enjoining Violations by Owners.** The violation of any of the Regulations adopted by the Board, the breach of any provision of these Bylaws or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in the Governing Documents:

(i) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Member, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass or

(ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(e) **Legal Proceedings.** Failure to comply with any of the terms of the Governing Documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any

other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the managing agent or, if appropriate, by any aggrieved Owner and shall not constitute an election of remedies.

### **Section 7.2 LIEN FOR ASSESSMENTS.**

**(a) Lien.** The total annual assessment of each member for common expenses or any special assessment, or any other sum duly levied including without limitation fines, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Lot of Such Member as provided in Article 8 of the Declaration. The Board or its agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

**(b.) Enforcement.** The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the State of Florida, by action in the name of the Board, or the authorized agent of the Board, acting on behalf of the Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver.

**(c) Remedies Cumulative.** A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

## **SECTION 8**

### **PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

## **SECTION 9**

### **AMENDMENT OF BYLAWS**

The Bylaws may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the Members by a majority vote of the Members who are present in person or proxy at the meeting, and provided that notice of the membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment.

## **SECTION 10**

### **CONSTRUCTION**

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

**RULES AND REGULATIONS  
OF  
THE PINES OF NEW PORT RICHEY  
HOMEOWNERS ASSOCIATION**

Updated February 23, 2023



In addition to the other obligations and duties heretofore set forth in the Declaration and Bylaws, every Unit owner shall:

1. Not permit or suffer anything to be done or kept upon his lot or in his unit which would increase the insurance rates on his unit or the common area, or which obstruct or interfere with the rights of other members.
2. Conform to, and abide by, the Declaration, Bylaws and Rules regarding the use of the unit and common area which may be adopted in writing from time to time and to see that all persons using the owner's property by, through or under him do likewise.
3. Make no alteration, decoration, repair, replacement or change to any outside or exterior portion of the unit without the prior written approval of the Association. This regulation is intended to maintain the uniformity of the external appearance of all units and shall not deter changes in landscaping except where such changes may cause difficulty for grass cutters or detract from the general appearance of the project.
4. No front screened-in porches allowed. Installation of porches and/or patios require prior written approval of the Association, and it is the responsibility of the owner to obtain permits and approval of plans by the City and County governing agencies as required by law.
5. Maintain clotheslines in the rear yard of a lot only and they shall be of the retractable type. They shall be retracted when not in use.
6. Rubbish and Garbage Storage
  - a. Not allow any rubbish, refuse, garbage or trash to accumulate in places other than trash receptacles so that each Unit and Common area shall always remain in a clean and sanitary condition.
  - b. Permit garbage receptacles to be outside of storage area only on the day of scheduled collection.
  - c. Garbage receptacles must be of the type and size designated by the garbage collection service and shall have a cover. Plastic or paper bags alone are not acceptable because animals can open them and create a mess.
7. Not make any use of a unit that violates any laws, ordinances, and regulations of any government body having jurisdiction thereof. The Board may, but is not required to, treat any such violations of this rule.

8. Garage Doors and Parking
  - a. Keep garage doors always closed to within 18 inches from the bottom, except when in use. Make every effort to park all permitted vehicles in the garages, carports, or driveways appurtenant to the unit.
  - b. Only those vehicles which are licensed for non-commercial, passenger use are permitted.
  - c. Motorcycles will be allowed if it is your only mode of transportation.
  - d. No buses, ATV's, boats, RV's, travel trailers, boat trailers, minibikes, or any other type of trailers, or commercial vehicles shall be parked in the project. This rule does not apply to the vehicles of companies while they are providing maintenance, repairs, or deliveries.
  - e. No overnight parking shall be allowed on the streets in the project.
  - f. Vehicles which cannot operate on their own power shall not remain on the project for more than 24 hours, and no repair of vehicles shall be made on the project, save and except for emergency repairs necessary to remove the vehicle from the project.
9. Not play upon or permit to be played any musical instruments or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a cause or permit to be caused any other unusual or disturbing noise or any activity which would be disturbing to other occupants of the project.
10. Not obstruct the sidewalks or entrances of any unit or use the same for any purpose other than ingress to and egress from the units and garages.
11. Store all personal property within the unit and/or garage or association approved storage areas. Storage sheds over these specifications 36" deep, 72" high and 48" wide shall not be permitted on private lots. The shed must be against the back wall of the residence, not on the back porch.
12. Make any complaints by members to the Board in writing.
13. Not keep in their unit or in storage area any flammable, combustible, or explosive fluids, chemicals, or substance except such as required for normal household use.
14. Install antennas and dishes for the reception of television programs in accordance with the provisions of federal law enacted in 1996 and as may subsequently be revised and interpreted. Unit owners shall submit installation plans in writing to the Board for prior approval in relation to protecting neighbors' rights and safety and maintaining the aesthetic value of the community. The HOA can require the unit owner to remove any installation for which prior written approval has not been obtained.
15. Not exhibit, display, or inscribe, paint or affix in, or upon any part of the project, any sign, advertisement, notice or other lettering by any unit owner or occupant, excluding appropriate "For Sale" or "For Rent" signs, without the written consent of the Association.
16. Promptly remove all storm or hurricane protection materials such as plywood, sandbags, etc. no later than 4 days after the storm has passed.
17. Not peddle or solicit in, on or about the project.
18. Not exceed the 15 MPH speed limit on all project roadways, except where otherwise posted.

19. Pets

- a. Please refrain from feeding wild animals outside.
- b. Unit owners are allowed to have cats or dogs which are (or will be at full maturity growth) no larger than 50 pounds, pets cannot be maintained for commercial or breeding purposes. Other domesticated pets such as birds or fish are allowed.
- c. Pets are not permitted on any portion of the project EXCEPT where adequately secured and restrained by a leash which is handheld (6ft or less). Any animal waste deposits shall be removed immediately and disposed of by pet owner.
- d. There will be a fine imposed on the pet owner (in compliance with Florida state statute) who permits their pets to walk and/or defecate on a private owner's property. Owners must never allow their pets to be on other unit properties unless that owner has given written permission. Owners are solely responsible for any damage or incidents relating to their pets.
- e. Any pet causing a disturbance or nuisance shall be permanently removed from the project following due process.
- f. Service animals are permitted with proper credentials and must follow all federal, state, and local regulations.

20. Any unit owner or occupant wishing to use the kitchen and clubhouse facilities for personal use must provide a \$25.00 deposit which is refunded if the facility has been left clean and in acceptable condition.

21. Not allow any garage sales on or within any unit or common area. Estate sales are allowed only in the event of an owner's death or sale of a house and only with Board approval. The use and enjoyment of the common area not herein specifically mentioned and regulated are hereby restricted to only unit residents, renters and guests of said owners and renters.

22. Not litter on any street, road, or common area including the discarding of cigarette butts.

23. Pool Use

- a. Infants or non-toilet trained toddlers must wear commercially available swimmyies designed to prevent leakage, while in and around the swimming pool and must wear a bathing suit.
- b. If sanitary cleaning of the pool is required due to incontinency of a member or his guest, the member shall upon request reimburse the Association for the cost.
- c. Unit owners and guests shall follow the additional safety rules posted near the pool.
- d. Homeowners are asked to remove trash, diapers, food waste and other articles from around the pool area when they leave.



24. Owners are required to maintain all landscape beds including the weeding of all beds on their property. Our lawn company will trim the hedges in the front and sides of the unit only. Homeowners are responsible for all landscape beds in the back areas of their units. Tree branches should not block the streetlights and be kept at a level below the height of the lights. Homeowners are liable for any damage caused by their trees.

These provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as provided by the Articles and Bylaws of the Association.

Violations that cannot be readily resolved through discussion will be dealt with as follows:

The Board will notify the violator (or the unit owner in the case of a renter) in writing of the specific complaint and will allow 5 days as may be appropriate and necessary for corrective action.

If the violation is not cured, the Board may impose a fine of up to \$100 per day in accordance with the provisions of State Statute 720.305(2). The owner will have 15 days to request a hearing before a violation committee comprised of Association members other than the Board or members of their family. Fine decisions not challenged by the unit owner, or fines challenged but upheld by the violations committee, and any legal or other costs incurred as permitted by the governing provisions are payable as billed and will accumulate from the date of assessment at 18% simple interest per year.