

TAYLOR COUNTY FLORIDA ANNIE MAE MURPHY
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**THIRD AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
STEINHATCHEE LANDING RESORT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Steinhatchee Landing, Inc. recorded a Declaration of Covenants, Conditions and Restrictions dated February 1, 1991, that was recorded April 4, 1991 in Official Records of Taylor County, Florida in Book 286 beginning on Page 237, and also recorded in Official Records of Taylor County, Florida in Book 473 beginning on Page 506 and amended in the Official Records of Taylor County, Florida in Book 474, beginning on Page 411, and as further amended in Official Records of Taylor County, Florida in Book 495, beginning on page 936;

WHEREAS, the Steinhatchee Landing Owners Association, Inc. is a Florida not-for-profit corporation, that owns and manages through its Board of Directors who are elected by its Members, all of the common area of the Steinhatchee Landing Resort and Lots;

WHEREAS, the property subject to this Declaration is located in Taylor County, Florida, is generally known as the Steinhatchee Landing Resort and is more particularly described on Plats that are recorded in the Official Records of Taylor County, Florida that are hereby intentionally incorporated herein by this reference;

WHEREAS, the property owners of the Steinhatchee Landing Resort value their relationships with other owners, their property rights, and the opportunity to peacefully and respectfully interact and co-exist with each other in a safe and congenial environment;

WHEREAS, no less than **75%** of the Steinhatchee Landing Owners Association, Inc. membership have voted in favor of adopting this **THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINHATCHEE LANDING RESORT**;

NOW THEREFORE,

1. The aforementioned assertions are true and correct.
2. It is the intent of the Members of the Steinhatchee Landing Owners' Association, Inc. that from the date on which this **THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINHATCHEE LANDING RESORT** is recorded in the public records of Taylor County, Florida, it supersedes and replaces all prior declarations of covenants and amendments, thereto, pertaining to the Steinhatchee Landing Resort that are so recorded.

3. The Members declare that all of the Property is held, sold, transferred, mortgaged, occupied and conveyed subject to the following easements, restrictions, covenants, charges, liens, and conditions, which are set forth, herein, and adopted for the purpose of protecting the value and the desirability of the Lots comprising the Steinhatchee Landing Resort as well as the Members' best interests, and which shall run with the title to the land and bind all parties having any right, title, or interest therein or to any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

4. The Members consequently adopt the following Articles:

ARTICLE I DEFINITIONS

A. "Annual Meeting" means the meeting of Members of the Steinhatchee Landing Owners' Association, Inc. that is regularly scheduled and held annually.

B. "Association" means and refers to the Steinhatchee Landing Owners Association, Inc., its successors and assigns.

C. "Board" means the Board of Directors of the Steinhatchee Landing Owners Association, Inc.

D. The "Bylaws" set forth and describe various procedural and operating criteria of the Association; and, they are adopted by the Members and may be amended from time to time.

E. "Common Area" means all real property owned or leased by the Association for the common use, benefit and enjoyment of the Members including but not limited to the roads, tennis courts, barns, corral, beach areas, pedestrian trails, bridge, entrance ways, utility improvements, playgrounds, pool, health club, spa/sauna, recreation areas, utility easements, and submerged land that is owned or leased together with any improvements, thereon.

F. "Declaration" means this THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINHATCHEE LANDING RESORT.

G. The "Development" is the Steinhatchee Landing Resort and it includes all of the real property located within the boundaries of platted land pertaining to the Steinhatchee Landing Resort that is recorded in the public records of Taylor County, Florida, as well as submerged land leases and that particular real property on which the home known as "**The Victorian**" is located.

H. "Lot" means and refers to any lot shown on any recorded plat for the Steinhatchee Landing Resort.

I. Any person or entity that is an owner of a Lot is automatically a "Member" of the Association, and each owner of stock in a corporation or membership units of a limited liability company is also a "Member" of the Association.

J. "Person" means any human being.

K. The Principal Office is as stated in the **Bylaws**.

L. "Private Pathways" are roads and trails across private property that are intended for the use of Members, their guests and invitees for the purpose of peacefully and responsibly traversing the private property.

M. "Recorded Plat" means the plat or plats or the Steinhatchee Landing Resort that are recorded in the public records of Taylor County, Florida.

N. "Rules and Regulations" govern the use of the Common Areas, Lots, Private Pathways, and the personal conduct of the Members and their guests, thereon, and may establish reasonable penalties for infractions, thereof

O. "Unit" means and refers to any habitable building constructed on a Lot, such as a dwelling, chapel or building for commercial use.

P. The "Victorian" is the land described as Lot V2 together with all improvements, thereon.

ARTICLE II PROPERTY RIGHTS

A. Owners' Easement of Enjoyment. Every Member, their family, their tenants, their guests and invitees have a right, license and easement of enjoyment in and to the Common Area and the right to ingress and egress over, on or through Private Pathways within the Property; and, these rights are appurtenant to and pass with the title to every Lot subject to the following rights of the Association:

- (1) the right to adopt, publish and change from time to time, Rules and Regulations; and
- (2) the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members; however, no such dedication or transfer is effective unless the signed, witnessed and notarized signatures of no less than **three** Board members are affixed to the deed of transfer attesting that a vote was taken no less than **30 days** subsequent to notice given of the proposed dedication or transfer, and that no less than **two-thirds** of the Members in the Association voted in favor of the dedication or transfer. The

notice of the vote must clearly set forth the exact nature of the dedication or transfer. The dedication or transfer is null, void and without legal effect unless and until the amendment and required attestation is recorded in the Public Records of Taylor County, Florida.

B. Easement for Encroachments. The Members agree that if any portion of a Unit or Common Area encroaches one upon the other, a valid easement for the encroachment and maintenance of the encroaching structure exists so long as it stands.

C. Easement for Maintenance. The Association has an easement to go onto any Lot to maintain the Lot, landscaping, trees and improvements thereon, to include remediating dangerous conditions and emergencies.

D. Easement for Installation and Maintenance of Utilities and Drainage Facilities. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Recorded Plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain that:

- (1) could damage or interfere with the installation and maintenance of utilities, except as may be required by any governmental agency, or which may change the direction of flow of drainage channels in the easements, or
- (2) may obstruct or retard the flow of water through drainage channels in the easements.

Fences installed on the easements may be removed without recourse at the Member's expense for installation or repair of utilities. The easement area of each Lot and all improvements in it are maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible. All utility lines located on easements are installed and buried underground.

E. Easement to Enforce Compliance. The Association has an easement to go onto property for the purpose of performing work necessary to enforce compliance with the Architectural Review Board.

F. Easement for Drainage. The Owners agree that in addition to drainage easements shown on the recorded plat, there exists, an easement throughout the development for the purpose of draining storm and surface water runoff on and across all Lots.

G. Easement for Public Providers. Each Member gives an easement permitting the provider of any public or quasi-public utilities to locate meters, junction boxes, control panels or other similar external apparatus on the exterior wall of a Unit for the benefit of other Units whenever it is deemed desirable or necessary by such provider; provided however, that such external apparatus may not be located on the side of any Unit facing a street.

H. Easement for Vehicular Traffic. The Owners agree that there exists, an easement for the purpose of allowing vehicular traffic to cross onto and over Lots on which there may exist roadways or Private Pathways suitable for vehicular traffic.

I. Easement for Pedestrian Traffic. The Owners agree that there exists, an easement for the purpose of allowing pedestrian traffic to cross onto and over Lots solely for the purpose of peacefully and respectfully traversing the property on Private Pathways.

J. Waiver of Claims Pertaining to Vehicular and Pedestrian Traffic. Any Member traversing a Lot on a Private Pathway as a pedestrian or by vehicle, accepts all risk of doing so and waives all claims against the Member or Members owning the Lot and holds them harmless for any unintentional act and for the condition of the Lot causing injury or harm to the Member traversing the Lot. The Association agrees to indemnify and defend any Member owning a Lot across which vehicular or pedestrian traffic is allowed by this Declaration on Private Pathways, against all claims arising out of or related to the condition of the Lot or the unintentional act of a Member, their guests or invitees causing injury or harm to a Person traversing the Lot on the Private Pathway.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

A. Lot Owners and Members. Membership in the Association is appurtenant to, and may not be separated from, Lot ownership. Membership is automatic at the time title is acquired to the Lot without regard as to how title is acquired.

B. Voting Rights. All Members are entitled to **one** vote. If a Unit is built on more than one Lot, the Member(s) owning the Lot are collectively entitled to only one vote. If there is more than one Unit on a Lot, the Member(s) are entitled to one vote for each Unit. When more than one **Person** or entity holds an ownership interest in any Lot or Unit, a single vote is exercised as they among themselves may collectively determine so that in no event can more than **one (1)** vote be cast with respect to any Lot or Unit.

ARTICLE IV ASSESSMENTS

A. Purpose of Assessments. The Assessments levied by the Association are used to enhance property values, to improve, maintain, beautify and protect the Common Area and Private Pathways, to promote a peaceful and inviting environment for all Members, their guests and invitees, and to generally promote the recreation, health, safety and welfare of the Members.

B. Monthly Assessments and Reserves. The Board determines the amount of Monthly Assessments consistent with the Association's budget, and each Member's obligation for their Assessment begins on their date of purchase. The budget of the

Association provides for limited voluntary deferred expenditure accounts, including accounts for capital expenditures and deferred maintenance for the Common Area and Private Pathways that are subject to limits on funding as presented in the Association's budget that is adopted pursuant to a **majority vote** of the Members at the Association's Annual Meeting. However, because said reserve accounts are not created or established pursuant to §720.303(6)(d), *Florida Statutes*, the accounts are not calculated in accordance with the statute nor are they subject to the restrictions on the use of the funds that are set forth in the statute

C. Special Assessments. In addition to Monthly Assessments, the Association may levy at an Annual Meeting in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement involving the Common Area or Private Pathways provided that any such assessment has the assent of **two-thirds** of the votes of Members who are voting in Person or by proxy at a meeting duly called for this purpose on which this matter was clearly noted on the agenda. Written notice of any such meeting shall be sent to all Members not less than **30 days** in advance of the meeting.

D. Uniform Rate of Assessments. Assessments are fixed at a uniform rate for all Lots and Units.

E. Creation of the Lien and Personal Obligation for Assessments. All Assessments, together with interest and all legal costs and expenses of collection, including reasonable attorneys' fees, are a lien on the assessed Lot in favor of the Association upon the recording of a claim of lien signed by an officer of the Association. Each such Assessment, together with interest and all legal costs and expenses of collection, including reasonable attorneys' fees, is the personal obligation of the Member or Members who owned the Lot when the Assessment became due. Any Assessment not paid within **30 days** after its due date bears interest from the assessed date at the rate established from time to time by the Board, not to exceed the maximum lawful rate permitted under the laws of the State of Florida, nor to be less than **twelve percent per annum**. The Association may record a notice of lien claim against any Lot when any assessment is delinquent. An assessment is delinquent if it is not paid within **30 days** of the date on which it is assessed. The Association may also bring an action at law against any Member or Members personally obligated to pay the delinquent assessment, or proceed in equity to foreclose its lien against the Lot. No Member may waive or otherwise escape liability for the Association's assessments by nonuse of the Common Areas or by abandonment of such Member's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

F. Subordination of the Lien to Mortgage. The sale or transfer of any Lot does not affect an Assessment lien. However, an Assessment lien is subordinated to the lien of any first mortgage; except that, the sale or transfer of any Lot pursuant to

mortgage foreclosure or any proceeding in lieu thereof extinguishes the lien only as to Assessments delinquent for more than **twelve months**..

ARTICLE V ARCHITECTURAL CONTROL AND RESTRICTIVE COVENANTS

A. Architectural Control. All lands and improvements in the Development are subject to architectural review by the Architectural Review Committee ("ARC"). No building, fence, wall, outbuilding, landscaping or other structure or improvement within the Development may be erected, altered, added onto, modified, painted or changed in any way that affects exterior appearances (hereinafter "Construction Activity") without the prior written approval of the ARC. Prior to any Construction Activity, the Member applies for approval by submitting written information to the Association that sufficiently and accurately depicts the proposed Construction Activity. For new construction or additions the applicant provides site plans, floor plans, exterior elevations, specifications of materials and exterior colors, and any other information deemed reasonably necessary by the ARC for the performance of its function.

B. Architectural Review Committee. Each new Board shall appoint and maintain a committee identified as the Architectural Review Committee composed of **three** or more Members, one of whom is a current Board member. No Member of the ARC is entitled to compensation for services performed other than reimbursement of reasonable expenses incurred in the performance of their duties. In the absence of specific action appointing Members of the ARC, the Board is the ARC.

C. Purpose. The purpose of the ARC is to assist the Board in an advisory capacity for the purpose of protecting the collective best interests of the Members in maintaining their property value, the desirability of the Development and the peaceful coexistence of the Members by exercising reasonable control regarding the use and appearance of all vertical and horizontal improvements in the Development, including but not limited to colors, materials, landscaping and size/dimensions, as well as the elevation and topography of Lots and Common Areas of the Association.

D. Approval Criteria. Proposed improvements or changes will be approved if it is apparent that: (i) the improvements are of an architectural style and material that are compatible with the other structures in the Development; (ii) the improvements will not violate any restrictive covenant or encroach unreasonably upon any easement or cross platted building set back lines; and (iii) the improvements will not result in a reduction in property values or restrict the use of adjacent property.

E. Supplemental Support. The ARC may retain the services of an architect or landscape architect (both referenced as "Professional Advisor") to assist the ARC in the performance of its duties with the Board's approval.

F. Published guidelines and Standards. For the purpose of assisting Members with their design development, the Board will publish guidelines and standards

setting forth the location, size, type and appearance criteria ("Architectural Guidelines") for Lot and Common Area improvements.

G. Authority. The Board has the authority to require in writing, any Member to correct non-compliant condition(s).

H. Plan Review. In the event that the Board fails to issue its written approval, disapproval or comments within **thirty days** of its receipt of the last of the materials or documents required by the Board or ARC to complete the Member's submission, the Board's approval is deemed granted without further action. All approvals terminate one year from the date of approval if the proposed work is not substantially commenced within that time.

I. Address for Notices and Submittals. Requests for ARC approval or correspondence with the ARC are addressed to "The Steinhatchee Landings Owners Association" and mailed or delivered to its Principal Office at the address stated in the **Bylaws** or such other address as may be designated from time to time by the Board. Correspondence is deemed received by the ARC on the date that it is delivered to the Association at the designated address.

J. Inspection. The ARC may inspect Construction Activity after completion to assure the improvements substantially comply with the approved submittal. If the ARC finds compliance deviations, it shall report the same to the Board. The Board shall consider the matters of non-compliance and provide the affected Member an opportunity to be heard on the subject following reasonable notice of the meeting at which these matters will be considered. The Board shall thereafter issue a directive excusing the non-compliance or requiring the member to rectify the non-compliance.

K. Minimum Square Footage. All Units not currently existing are subject to a minimum size of **900 square feet** of conditioned space unless otherwise approved by the majority vote of the Members voting at a duly noticed meeting pursuant to the **By-laws** at which the issue is included in the meeting agenda.

L. Architectural Criteria. All roofing is made of metal. All siding is lapped with no more than a 6" reveal. All shutters are operable. Rafter tails are exposed and painted. Supporting sub-floor systems are made of joists and beams.

M. Prosecution of the Work. All Construction Activity must be completed in a workmanlike manner and within a reasonable period of time. Failure to continuously, fully and completely advance Construction Activity is considered abandonment for the purpose of this Article. Abandonment is an instance of non-compliance that is subject to the remedies expressed, herein.

N. Non-compliance. If Construction Activity materially deviates from an approved submittal, or work is implemented without prior approval of the ARC, then the Construction Activity is non-compliant and the Member is in violation of this Article.

ARTICLE VI LOTS OWNED BY THE ASSOCIATION

A. Association Lots. On the date that this Declaration is adopted, the Association owns Lots F1, F2, F4, G1, I1, I2, I3, H1, H8, H9 and A12. Notwithstanding anything to the contrary in the Covenants, by adopting this Declaration the Members specifically approve and authorize:

- (1) the Board to take all necessary measures including but not limited to replatting the development so that the designated use of Lots I1, I2 and I3 is permanently changed to be Common Area;
- (2) Lots G1 and F1 are to be used for boat trailer parking and the Association office for the indefinite future unless otherwise approved by **two-thirds of the Members voting at an annual meeting** at which the issue is included in the meeting agenda; and
- (3) Lots G1 and F1 are to be aesthetically and reasonably buffered from residential Lots within their proximity as long as the Association's designated use for them is boat trailer parking.

B. Sale of Association Lots. It is the Association's intent to sell Lots F2, F4, H1, H8, H9 and A12. All offers presented to the Association are distributed by electronic mail within **two business days** of the Association's receipt of the offer, to electronic mailing addresses provided by Members. The Association's electronic mail must attach the offer and ask Members to vote by electronic mail either for or against the offer. The President of the Board is authorized to accept an offer to purchase a Lot only if no less than **two-thirds** of all of the Members vote in favor of accepting the offer.

C. Petition for Sale of Association Lots. At anytime, if no less than **ten-percent** of the Members petition the Board to sell Lot F2, F4, H1, H8, H9 or A3 for no less than a price stated in the petition for the particular Lot or Lots, the Board shall notice the petition for an electronic mail vote, seeking approval for the Board to entertain and negotiate offers to purchase the designated Lot or Lots for a price that is no less than the price proposed in the petition. A vote of **two-thirds** of the Members approving the price gives the Board the authority to entertain and negotiate the sale of the proposed Lot or Lots for no less than the approved price in a cash transaction with terms that are otherwise deemed favorable to the Association by the Board. The Board's authority transfers from Board to Board, and the Board's authority is withdrawn only by similar petition and vote. The Board may designate a Board member to handle negotiations for the Board within the parameters of the approved Petition, this article, and other parameters that may be established by the Board for the purpose of advancing and protecting the Association's best interests.

ARTICLE VII OTHER LOTS

A. Commercial Lots. Notwithstanding anything else stated to the contrary in this Declaration, the owner or owners of Lots E1 (Welcome Center), Lot E2 (Conference Center), and Lot V1 (Chapel) are not Members and are not entitled to vote and no Monthly Assessments or Special Assessments are owed to the Association by said owner or owners and no maintenance is provided for said Lots for as long as: the ownership of the Lots on the date that this Declaration is recorded, remains unchanged; or until, any Lot or Lots are used substantially for residential purposes.

B. The Victorian. The current owner or owners of The Victorian, their heirs, successors and assigns are Members of the Association. The Victorian is a tri-plex consequently, each Unit gets one vote and each Unit is subject to Monthly and Special Assessments. The Owner or Owners, their guests and invitees enjoy the use of the Common Area, Private Pathways and all other amenities and privileges afforded by the Development and they are subject to all of the duties and obligations of Membership in the Association.

ARTICLE VIII AMENDMENTS

This Declaration shall run with and bind the land. No Member or Board may, without the prior written approval of the Association, impose any additional covenants or restrictions on the Property, and nor may they be removed. This Declaration may be amended by the Members of the Association from time to time with the formalities required of a deed under the laws of the State of Florida with the signed, witnessed and notarized signatures of no less than **three** Board members affixed to the amendment attesting that a vote was taken no less than **30 days** subsequent to notice given of the proposed amendment, and no less than **two-thirds** of the Members in the Association voted in favor of the amendment. The notice of the vote must clearly set forth the exact language of the amendment. The amendment is null, void and without legal effect unless and until the amendment and required attestation is recorded in the Public Records of Taylor County, Florida.

ARTICLE IX NEGATIVE COVENANTS

A. No obnoxious, immoral, illegal or offensive activity is allowed within the Development nor is anything allowed that may be or may become an annoyance or nuisance to the Members.

B. Members may not permit or allow anything to be done or kept in their Unit that would increase the insurance rates of the Association or that may obstruct or interfere with the rights and peaceful enjoyment of other Members.

C. No travel trailers, mobile homes, campers, utility trailers, buses, motor homes, or the like may be parked within the Development without prior Board approval. No boat, boat and trailer or boat trailer may be parked on any street in such a way that inhibits traffic.

D. Members may not allow repairs or restoration of any automobile, motor vehicle, boat, camper, trailer or other type of vehicle or personal property on their Lot except for emergency repairs and then only to the extent necessary to expedite the movement of such vehicle to a proper repair facility.

E. No accumulation of trash or garbage is allowed on the exterior of any Unit, including patios; except that, the Association may cause trash receptacles to be placed on the Common Area when it deems it to be in the best interest of the Association to do so. Members will endeavor to keep trash and garbage containers from public view.

F. No trash may be burned in the Development except trash burned by the Association.

G. No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot by the Members, except that up to two dogs, cats or other common household pets may be kept in each Unit subject to the Rules and Regulations adopted by the Association, provided that such animals are not kept, bred or maintained for any commercial purpose. No animal may be caged, tied or otherwise kept on any Lot unless such animal is on a leash and attended by its owner. Animal excrement must be picked up and disposed of in a sanitary manner by the owner of the animal. Under no circumstances is any pet allowed in the recreation areas, tennis courts, children's play area or other similarly improved areas within the Development.

H. Mailboxes are not permitted.

I. No clothing, laundry or wash may be aired or dried on any portion of a Lot or Unit that is exposed to view from any other Lot, Unit, or Common Area.

J. No building may have aluminum or reflective foil or other such material placed in any window or glass door or any reflective substance placed on any glass.

K. Trees situated within the Development may not be removed or trimmed without the prior approval of the Board (unless it is an emergency situation threatening Property or personal safety). All requests for approval of tree removal are submitted to the Board along with a plan showing generally the location of the tree(s). Anyone violating this provision is required to replace the trees with trees of like kind, size and condition within **thirty** days after notification by the Board.

ARTICLE X AFFIRMATIVE COVENANTS

- A. All Members maintain their Unit and Lot in good condition and repair.
- B. Members keep Lots clear of debris and personal property so that the Association and its agents can perform regular maintenance without hindrance or inconvenience.
- C. Members conform to and abide by Rules and Regulations that may be adopted in writing and published by the Board from time to time in regard to the use of Lots, Units, Private Pathways and the Common Area, and endeavor to ensure that all persons using their Lot or Unit do likewise.

ARTICLE XI GENERAL PROVISIONS

- A. Official Records. Minutes of all meetings of the Members and meetings of the Board must be maintained in written form in compliance with §720.303(3), *Fla. Stats.* The Association shall maintain its official records as set forth and in compliance with §720.303(4), *Fla. Stats.*
- B. Members' Responsibility. Members are bound and obligated by this Declaration, whether they are residing in their Unit or leasing their Unit to a third party. Members are responsible for the acts of their tenants, guests and invitees that are in violation of this Declaration.
- C. Residential Use. Except as otherwise stated in this Declaration, from the date of recording this Declaration forward, Lots may only be used for residential purposes. Residential purposes include leasing Units for short or long terms and operating Units as a Bed and Breakfast or other similar endeavors. No more than one single family dwelling is permitted on any Lot unless otherwise approved by the majority vote of the Members voting at a duly noticed meeting pursuant to the **By-laws** at which the issue is included in the meeting agenda no less than **14 days** prior to the date of the meeting. Lots may not be subdivided or sold in smaller parcels.
- D. Signage. The Association may remove and discard any sign without warning or notification that is deemed by the ARB to be offensive or out of character with the Development.
- E. Indemnification. Members shall collectively defend, indemnify and hold harmless, the ARC members, the Board, and the Association against any issues arising out of, or in any way pertaining to acts or omissions of the ARC or Board done in good faith and without malice.
- F. Notice. It is the responsibility of Members to make sure that the Association is kept apprised of their current traditional mailing and electronic mailing addresses.

ARTICLE XII MANAGEMENT OF THE ASSOCIATION

A. Board. The association is managed by the Board by way of a **majority vote** of the Board members. All Board members must be Members of the Association. The Board's primary duty is to serve the best interests of the Association. Each newly elected Board shall appoint among its members, a President, Vice-President, Secretary and Treasurer with associated duties that are set forth in the **By-laws**. All officers and Board members have a fiduciary relationship to the Members pursuant to §720.303(1), *Fla. Stats.*

B. Committees. From time to time, the Board may appoint any committee or committees it deems helpful to serve the best interests of the Association. All committees are deemed disbanded each year at the Annual Meeting and may be reappointed at the discretion of the newly elected Board. The authority and power of any committee is limited to that which is specifically given by the Board at a duly noticed meeting as set forth in the meeting minutes.

C. Meetings. All Board meetings are open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation. Committee meetings are also open to all Members to the extent that the meetings pertain to approving the expenditure of association funds without prior authorization of the Board or the approval or disapproval of architectural elements with respect to a specific Lot. Notice of all Board meetings must be sent to all Members prior to the meeting pursuant to the **By-laws** and a quorum, as defined in the **By-laws**, must be present. Each Board shall give notice and hold the Annual Meeting.

D. No Compensation. No Board member is compensated.

E. Powers and Duties of the Board. The Board has the duties and powers set forth in this Declaration as well as the following:

- (1) to execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Members;
- (2) to enter into contracts, including without limitation any and all insurance contracts deemed necessary by the Board, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.
- (3) to protect, maintain and repair the Common Areas from loss or damage and to provide reasonable adequate reserve funds for that purpose;
- (4) to promulgate reasonable Rules and Regulations pertaining to the operation and use of the Common Area and the conduct of Members, and to amend or

modify said Rules and Regulations from time to time in order to best serve the collective best interests of the Association;

- (5) to prepare annually on the date set forth in the **By-laws**, a financial report compliant with §720.303 (7), *Fla. Stats.* and to provide each Member with a copy of the financial report or provide written notice to each Member that the financial report is available upon request at no charge to the requesting Member at the Principal Office;
- (6) to adjust the amount of insurance coverage from time to time and to collect and use any insurance proceeds to repair damaged Common Area or Private Pathways or to replace lost Property; and, if insurance proceeds are insufficient to repair or replace damaged property, to assess the Members necessary proportionate amounts equal in total to the extent of the deficiency;
- (7) to enforce the provisions of this Declaration and to enjoin and/or seek damages from any Member for violations, thereof;
- (8) to set and collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings;
- (9) to oversee the expenditures of funds set forth in the line items comprising the Annual Budget; and
- (10) to expend unbudgeted funds in the event of an emergency.

ARTICLE XIII ENFORCEMENT

A. Right to Enforce. The Association and all Members have the right to enforce this Declaration by any proceedings at law or in equity. Failure to enforce or to delay in enforcing this Declaration is in no event deemed a waiver of the right to do so, thereafter.

B. Fines. Pursuant to §720.305(2), the Association may levy reasonable "Fines" of up to **\$100.00** per violation against any Member or Member's tenant, guest or invitee for failing to comply with any provision of this Declaration or Rules and Regulations. Fines may not exceed **\$10,000.00** in the aggregate.

C. Failure to Comply. The Association may cause any instance of non-compliance with this Declaration to be brought into compliance, and the Member or Members responsible for the non-compliance are obligated to reimburse the Association all reasonable related expenses for rectifying the non-compliance.

D. Right to Lien. The Association has a lien on each Member's Lot:

- (1) to secure the payment of Assessments,
- (2) for funds expended by the Association arising out of or pertaining to ARB compliance or non-compliant Construction Activity, and
- (3) for Fines aggregating more than **\$1,000.00**

E. Joint and Several Liability. All Members owning a Lot are jointly and severally liable for all unpaid fees, Fines, Assessments, or other monetary obligations owed to the Association that is associated with that Lot.

F. Attorneys Fees and Costs. In any action in which the Association is required to enforce this Declaration in law or equity, the Association is entitled to recover from the Member in violation its legal costs and expenses in doing so including reasonable attorneys' fees incurred in the prosecution, thereof, from the beginning of the dispute through appeal.

G. Non-waiver. The Association's pursuit of a money judgment does not waive its opportunity to lien a Lot.

H. Effect on Board Membership and Voting Rights. A Member who is delinquent in the payment of any fee, Fine, Assessment or other monetary obligation owed to the Association for more than **ninety** days is not eligible for Board membership and may not vote.

ARTICLE XIV MISCELLANEOUS

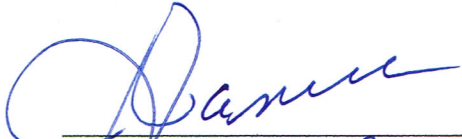
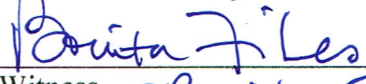
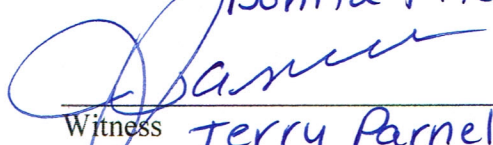
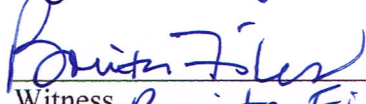
A. Severability. Invalidation of any clause, term or provision of this Declaration, conditions or provisions by judgment or court order in no way affects any of those remaining clauses, terms or provisions.

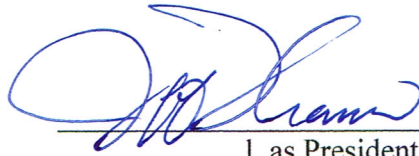
IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that:

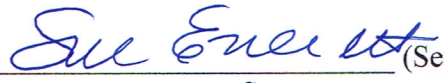
on January 17, 2014, a true and correct copy of this THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINHATCHEE LANDING RESORT was presented to all Members: and

by a date in time that was on or before March 1, 2014, no less than 75% of the Membership votes were in favor of adopting this THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STEINHATCHEE LANDING RESORT.

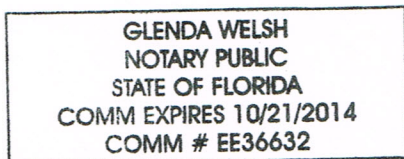
Signed, sealed and delivered
In the presence of:

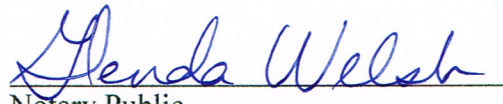

Witness Terry Parnell

Witness Bonita Files

Witness Terry Parnell

Witness Bonita Files

 (Seal)
I, as President
Jeff Thomas

 (Seal)
as Secretary
Sue Everett

SWORN TO AND SUBSCRIBED BEFORE ME on this 1st day of
March, 2014 by Jeff Thomas as President of the Steinhatchee Landing
Owners Association, Inc. and Sue Everett, as Secretary of the Steinhatchee Landing
Owners Association, Inc., who are both personally known to me.




Notary Public