



[sevenhillshoaf1.com](http://sevenhillshoaf1.com)

# **Homeowners' Association, Inc.**

## **Documents**

**Deed Restrictions**  
**Articles of Incorporation**  
**By-Laws**  
**Resolutions**

**October 2013**

# **WELCOME TO THE SEVEN HILLS HOMEOWNERS' ASSOCIATION**

**This book is the Association's Declaration of Covenants, Conditions and Restrictions, or CC&R. The Documents that follow are true and accurate copies of the Documents as they are currently recorded as Official Records of Hernando County, Florida.**

**The Seven Hills Homeowners' Association is a not-for profit Corporation formed under the Florida State Statute, Chapter 720.**

**You, as a property owner, have become a member of this corporation and are required to conform to the By-Laws and Deed Restrictions contained herein to provide a quality of lifestyle to benefit all owners and residents of Seven Hills.**

**THIS BOOK IS DIVIDED INTO FOUR (4) PARTS:-**

- 1. *DEED RESTRICTIONS***
- 2. *ARTICLES OF INCORPORATION***
- 3. *BY-LAWS***
- 4. *RESOLUTIONS***

**The following page is an index to this entire book.**

**Each section: Deed Restrictions, Articles of Incorporation, By-Laws, and Resolutions has an index page to help you find your way through this book of Documents.**

**If you are unfamiliar with being a member of a Deed Restricted Community, any questions may be directed to the Association Manager Phone 352-686-7940, or any member of the Board of Directors.**

**SEVEN HILLS HOMEOWNERS' ASSOCIATION**

**DOCUMENTS**

**TABLE OF CONTENTS**

<b>PAGES 3 &amp; 4</b>	<b>Deed Restrictions-Index</b>
<b>PAGES 5 THRU 22</b>	<b>DEED RESTRICTIONS</b>
<b>PAGE 23</b>	<b>State of Florida Corporation Seal</b>
<b>PAGE 24</b>	<b>Articles of Incorporation - Index</b>
<b>PAGES 25 THRU 28</b>	<b>ARTICLES OF INCORPORATION</b>
<b>PAGE 29</b>	<b>By-Laws - Index</b>
<b>PAGES 30 THRU 41</b>	<b>BY-LAWS</b>
<b>PAGE 42</b>	<b>Resolutions - Index</b>
<b>PAGES 43 THRU 75</b>	<b>RESOLUTIONS</b>

# DEED RESTRICTIONS

## TABLE OF CONTENTS

1. One dwelling per lot, and Vehicle parking
2. Lots for residential purposes.
3. No business.
4. Developers rights for lot restrictions.
5. Architectural Review Board responsibility.
6. Architectural Review Board authority.
7. Trash and rubbish containers.
8. Fence requirements.
9. No noxious or offensive activity.
10. No tent, shack, outbuildings or temporary structures.
11. No trucks, trailers, commercial vehicles or boats.
12. Sign restrictions.
13. No animals. (except #14)
14. Household pets.
15. No dumping on lots, storage of waste.
16. No drilling water, except well use.
17. Heirs, successors subject to these covenants.
18. Legal action, attorney fees, and Fines.
19. Owners failure to enforce restrictions.
20. Covenants are enforceable by law.
21. Lawful for owners to prosecute violators.
22. Court judgments.
23. Right to enforce restrictions.
24. Restrictions cover all lots.
25. Defines "Developer"
26. Covenants cover all persons and lots.
27. Member's right to amend restrictions.
28. Constructed home specifications, sod & square footage.
  - A. Golf Course lots & square footage.
  - B. Reserves requirements.
  - C. Sq. Ft. does not apply to The Gardens or The Palms living area.
29. Landscaping & Shrubs - Reserves.
30. A.R.B. reviews all plans.
  - A. ARB Structure.
  - B. Permission required for any changes or improvements.
  - C. ARB right to reject.
  - D. ARB notifies owner of rejection.
  - E. What builders must include.
  - F. Complete set of plans must be submitted.
  - G. Construction starts after approval.
  - H. Violators shall be stopped and fined.
  - I. 30 day time limit for ARB response
  - J. Plans must be done by Licensed person.

**30 Continued**

**K. Plans must be built and followed as approved.**

**L. ARB right to waive.**

**M. Violations to Deed Restriction.**

**N. Golf Course easement.**

**O. Restrictions on Aluminum & Metal Roofs**

**31. SETBACK.**

**A. Front Lot Line.**

**B. Side Lot.**

**C. Corner Lot.**

**32. Sidewalk requirements.**

**33. No Above ground swimming pools.**

**34. No permanent clothes lines.**

**35. Deed Restriction time periods.**

**36. Payment for street lighting.**

**37. T.V. Satellite Dishes and Cable T.V.**

**38. Defines "Association"**

**A. "Homeowners' Association."**

**B. "Owner."**

**C. "Properties."**

**D. "Common Area."**

**E. "Lot."**

**F. "Declarant."**

**39. Property rights.**

**A. Owners easement of enjoyment. (1 & 2)**

**B. Delegation of use.**

**40. Membership and voting rights.**

**A. Lot owner.**

**B. The Association.**

**1. Class "A"**

**2. Class "B"**

**41. Covenant for Maintenance Assessments**

**A. Annual assessments and Special assessments.**

**B. Associations responsibility.**

**C. Maximum and minimum annual assessment  
Items 1 through 4**

**D. Special Assessments.**

**E. Deleted 2-18-99.**

**F. Assessments are uniform for all lots.**

**G. Assessment amounts & notification.**

**H. Non payment of assessment.**

**I. Lien**

**J. Notification of sale.**

# DEED RESTRICTIONS

FOR

## SEVEN HILLS HOMEOWNERS' ASSOCIATION

1. No more than one (1) dwelling shall be placed on any lot herein. No parking of any automobile, motor vehicle, truck, or any other form of conveyance shall be permitted within the confines of the platted subdivision except within garages or upon paved driveways. This restriction is intended to specifically forbid and preclude parking in the streets, upon rights of way, and in or upon the residents yards.

2. Lots, except as hereinafter set forth, shall be used for residential purposes only.

3. No business of any kind will be permitted on any of said lots, except personal services where the business conducted on the premises is limited to conferences only. This restriction shall not apply to model homes or sales offices maintained in connection therewith.

4. The Developer reserves the right to nullify restrictions on any lots which are to be used for a community purpose or a well site.

5. All buildings shall be properly maintained and shall be kept painted or plastered to maintain a nice appearance within the subdivision. For purposes hereof, the Architectural Review Board (hereinafter referred to as the "ARB") is hereby designated as the final authority for purposes of determining whether a property and/or building is in compliance with this section. Any determination made by a majority of the then serving members of the ARB of non-compliance by a lot owner with this section shall be final and binding. Notwithstanding anything herein to the contrary, the final decision as to whether or not to bring an action for enforcement shall lie within the discretion of the Association.

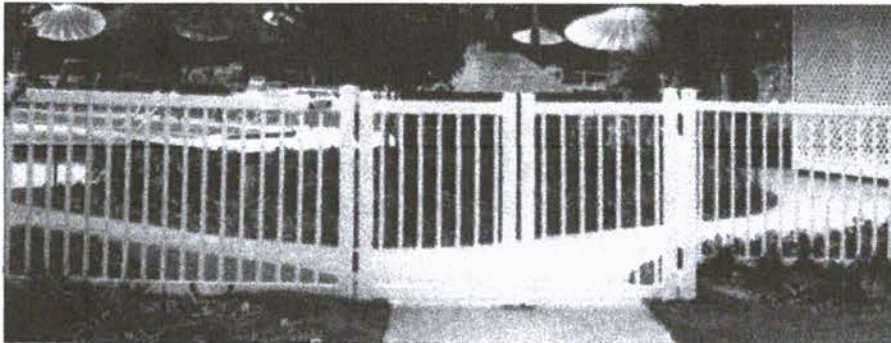
6. All property owners are required to keep their property clean, mowed, and free of all unsightly structures or debris. For purposes hereof, the ARB is hereby designated as the final authority for purposes of determining whether a property and/or building is in compliance with this section. Any determination made by a majority of the then serving members of the ARB of non-compliance by a lot owner with this section shall be final and binding. Notwithstanding anything herein to the contrary, the final decision as to whether or not to bring an action for enforcement shall lie within the discretion of the Association.

7. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish, or other discarded matter upon the premises must be placed in the rear of the premises and not displayed in the front of any lot or parcel, unless buried, except on regular days for the collection of trash, garbage, and rubbish, as may be provided by any sanitary service. All household garbage, including, but not limited to, food waste, medical waste, used throw away diapers, bathroom waste and other similar items must be placed in covered containers for sanitary service pick up on specific garbage (sanitary service) pick up dates.

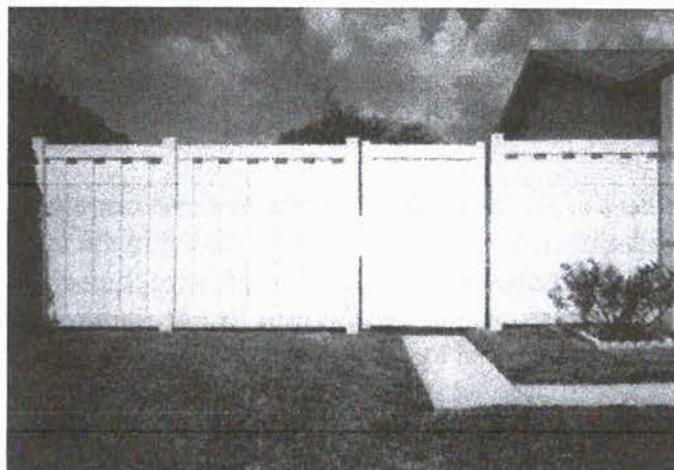
## 8. Fences

1. No fence shall be erected or maintained on any portion of any Lot or Lots which exceeds five (5) feet in height. The foregoing includes shrubbery or other landscaping used as a fence barrier or screening. All fences must be maintained in good condition by the owner of the Lot or Lots upon which they are located. In no event shall a fence be permitted in the front yard of any Lot. A "front yard" as used herein is defined as that portion of the Lot between the curb of the right-of-way and a line which runs parallel to the back lateral plane of the home.

2. Materials and Type. Fences must be composed entirely of either green vinyl-clad chain link or poly vinyl material. No wood fences shall be allowed. The finished side of all fences shall be to the outside. All fences shall be of a semi-private design. For purposes hereof, "semi-private design" shall mean a fence which allows airflow thru the fence. Figure 1 below, is typical of a "semi-private" fence. No privacy (stockade-type) fences shall be allowed. For purposes hereof, "privacy fences" shall be defined as one that prevents completely airflow thru the fence. Figure 2 below, is typical of a "privacy fence."



**FIGURE #1**



**FIGURE #2**

3. ARB approval. No fence shall be installed or replaced unless approved in writing by the ARB under established procedures.

B. Addition Restrictions Applicable to Corner Lots. In no event shall any fencing facing a side street be closer than ten (10) feet to the sidewalk which runs parallel with a street, must be planted on the exterior side with a continuous landscaping material which will grow, in the opinion of the ARB, within twelve (12) months of initial planting, to a height sufficient to screen the entire fence, but in no event in excess of five (5) feet in height.

C. Additional Restrictions Applicable to Golf Course Lots  
Notwithstanding the foregoing, any Lot abutting a golf course shall not have any fence except a green vinyl-clad chain link fence which shall be no more than four (4) feet in height.

D. Existing Fences. All fences in existence upon a Lot prior to the effective date of this amendment ("existing fences") shall be allowed to remain, but may not be replaced except only in conformance with the provisions of this Section 8. Existing wood fences may be repaired; however, if replacement of an existing wood fence is required, the replacement fence must be in accordance with the provisions of this amendment. Any repair reasonably required to more than fifty percent (50%) of the fence shall be considered a replacement, which is required to comply with the fence regulations which are in existence at the time of the required replacement.

E. Additional Considerations. A means of access to the enclosed portion of any yard (i.e., a gate) shall be provided to allow for landscape and maintenance equipment.

F. Additional Rules & Regulations & Guidelines. The Board of Directors, and/or its appointed ARB, is hereby authorized to adopt and implement additional guidelines, rules and regulations governing fences and fencing, for the purpose of explaining, clarifying and describing the provisions hereof, including specifically, but not limited to, adopting sketches or drawings which illustrate locational restrictions of fences, types of permitted fences, and guidelines regarding the maintenance standards applicable thereto.



9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding or any portion of same shall be parked or used on any lot any time as a residence, either temporarily or permanently. No structure of any kind shall be moved onto any of the above described lots except temporary buildings used during the construction and promotion of houses and sales of the lots hereinabove described.

11. No trucks, trailers, commercial vehicles or boats shall be allowed to be parked on the street or on any of these lots either temporarily or permanently. Recreational vehicles may be parked for not more than seven (7) days in any calendar quarter. The term "recreational vehicle" shall not include vans used for personal use. The term "truck" shall not include pick-up trucks up to 3/4 ton gross vehicle weight.  
*See Resolution #17*

12. No sign of any kind shall be displayed to the public view on any lot except house numbers, an unobtrusive sign affixed to the residence stating no soliciting, or no trespassing or a security sign similar to the size of a license plate and of a permanent material, or a sign of not more than 5 square feet advertising property for sale or rent, provided however that these restrictions shall not apply to signs used by a builder to advertise the property during the promotion and construction of the houses and sales of the lots herein described. House numbers shall be four (4) inches in height or larger, a different color than the surface to which they are attached, and conspicuously visible from the street. House numbers commercially painted on the curb next to the driveway shall comply with this requirement. The ARB shall have authority to govern application of house numbers that are larger than six (6) inches in height, and no numbers shall be spelled out but shall be in numeric form.

13. No animals, livestock, swine (including pot bellied pigs), or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other typically household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

14. All household pets must be kept on the owner's land or on leashes; the number of household pets may not exceed three.

15. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. No water well shall be drilled, maintained or used on this property, except a well to be used for irrigation purposes only and not for use in the house, and said wells are not to be connected with the central water system.

17. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and charges.

18. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by the owner or a person acting by, through, or under an owner, the Rules and Regulations, or other rules and regulations promulgated by the ARB, Association shall also have the right to levy reasonable fines or suspend the privileges of the owner or any person acting by, through, or under an owner. Each fine shall be an individual assessment under paragraph 41A and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of the owner's failure to comply with this Declaration, the Rules and Regulations, or other rules and regulations promulgated by the ARB shall be treated as a separate violation and, be subject to a separate fine. The decision of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

19. The failure of any land owner to enforce any restrictions, conditions, covenants or agreements herein contained, shall, in no event, be deemed to be a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto.

20. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations, compel compliance, or to recover damages.

21. It shall be lawful for any person or persons owning any real property herein described and situated in the development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenants set forth herein either to restrain violations, compel compliance, or to recover damages.

22. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. The Association, or any Owner, has the right, but not the duty (either expressed or implied) to enforce, by any appropriate proceeding, all provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, or any adopted rules, regulations, guidelines or standards of the Association or the ARB as adopted and amended from time to time (collectively, the "Governing Documents.") If any Owner or the Association is the prevailing party in any litigation involving the Governing Documents, then such party also shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees for all enforcement proceedings, including pre-suit demand letters, any mediation or arbitration proceedings, and any litigation and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of the Governing Documents against any Owner, regardless of whether suit is brought, and including, but not limited to, utilizing the self-help remedies authorized pursuant to Paragraph 30 (M) of this declaration, the costs and expenses of such enforcement, including reasonable attorneys' fees, shall be due and payable by such Owner within thirty (30) days of the Associations' written demand therefor. In the event the Owner fails or refuses to pay such charges within thirty (30) days of the Associations' written demand, such charges may be assessed against such Owner's Lot, shall bear interest at the rate of 18% per annum or the highest rate allowed by law, and shall constitute a lien on such Owner's Lot which may be foreclosed by the Association in the same manner as the other assessments, as provided for in Paragraph 41 (H) of this Declaration.

24. The foregoing restrictions shall run with the land and are imposed on and intended to benefit and burden every parcel of land in the above named subdivisions, except as herein officially set forth.

25. Where the word "developer" is used herein, it is construed that same means the Developer, or its lawful assignees, beneficiaries of a trust, or their heirs, personal representatives and assigns.

26. All grantees, their heirs, successors, legal representatives or assigns taking any lot or lots shall purchase and take such lots subject to these covenants.

27. These Restrictions may be amended at a Regular or Special meeting of the members by a majority vote of the members present, in person or by proxy, at which a quorum is present. *See Resolution #1*

28. All homes constructed in the subdivision shall have the entire yard of the home sodded, install and maintain a sprinkler system, (except in the area covered by the home, its improvements and landscaping) and there shall be no gravel yards whatsoever. The ARB shall approve all plans for the construction of homes prior to commencement of construction. Except

Continued next page →

as otherwise set forth herein, all homes shall have a minimum of 1,400 square feet of living area, an attached two car garage for the use of storage of the resident's vehicles. No garage space shall be converted to, or become part of the living area, air conditioned or not, without the express written consent of the ARB, and no homes shall be constructed with carports.  
*See Resolution #5*

A. Except as herein set forth, all homes located on lots abutting a golf course in any of the units in Seven Hills shall have a minimum of 1,800 square feet of living area.

B. All homes located within any phase of The Reserves at Seven Hills shall have a minimum of 2,700 square feet of living area except that homes built upon lots number 44 through 57 shall have a minimum of 2,400 square feet of living area. Within The Reserves at Seven Hills all homes shall have a cementitious tile roof; an upgraded, dimensional shingle roof warranted for at least forty (40) years, or a cedar shake roof and a landscape irrigation system

C. Insofar as this Paragraph 28 relates to minimum square footage of a home, it shall not apply to any phase of The Gardens at Seven Hills, or The Palms at Seven Hills.

For purposes of this section, "living area" is hereby defined as air conditioned space and shall not include screened porches, patios, foyers, garages, or any other area which is "under roof" but not air conditioned.

29. Except as hereafter specified, at or before thirty (30) days after taking occupancy, each owner of any residence built within the subdivision shall be required to expend not less than one thousand dollars (\$1,000.00) on landscaping products which shall be planted upon the owner's lot. Not less than 75% of said sum shall be spent on shrubbery and not less than 25% of said sum shall be spent on trees. After the initial planting of such landscaping, each owner shall be required to maintain such landscaping in good condition, promptly replacing with comparable products any such landscaping which dies. Size and number of trees required must, at a minimum, comply with County Ordinance 2001-09 Section 10-29, and as the same may be amended from time to time, but no such change shall take effect which shall diminish the number of trees currently provided by law.

Within any phase of The Reserves at Seven Hills, each owner shall be required to expend not less than \$2,000.00 on landscaping products which shall be planted upon the owner's lot. Not less than 75% of said sum shall be spent on shrubbery and not less than 25% of said sum shall be spent on trees.

30. Approval of Plans, Standards and Procedures. For the purpose of further ensuring the development of the hereinabove named subdivisions as residential developments of the highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides and that the proposed use thereof shall be consistent with the use of the other parcels within the development, there is hereby established an Architectural Review Board (ARB) which shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot, together with the proposed use thereof, in the manner and to the extent set forth herein, as well as exercising such other powers and duties as are assigned to the ARB under these covenants.

*See Resolution #12*

A. Until such time as the Developer divests itself of all lots within the above named subdivisions (together with any additions or other phases or units as may hereafter be platted and submitted to the terms and conditions of these covenants), Developer shall appoint from time to time the members of the ARB to consist of not less than three (3) members, which shall exercise authority to approve plans and specifications or take such other action authorized herein, and the Developer shall have the authority to assign the responsibility of the ARB to the Association at any time. After the Developer divests itself of all Lots within the subdivision, the ARB shall be elected by the Board of Directors of the Homeowners' Association.

B. No building, sign, driveway, fence, or other structure of improvement, regardless of size or purpose, whether attached to or detached from the principal structure, shall be constructed, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration (including exterior color schemes) thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, material, floor plans, exterior color schemes, location and orientation of the Lot and proposed improvements, approximate square footage, construction schedule, front, side and rear elevations and such other information as the ARB shall require, including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the ARB. Any repainting, whether trim or house or roof, is acceptable as long as the colors utilized are the same as the original colors of the house when built. This type of repainting does not need ARB approval if it is a semigloss, satin, or less. Any change in color must receive ARB approval and conform to the color standards that have been established. Colors for the trim, house and roof must be compatible and the decision on the color and compatibility shall be the responsibility of the ARB. Applications for repainting must be made to the ARB in care of the Property Management Company or other designated representative. *See Resolutions #9 and #15*

C. All architectural, remodeling and landscape plans must be accompanied by site plans which show the situs of buildings on each side of the lot under consideration. The ARB shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer.

D. In the event the ARB rejects such plans and specifications as submitted, the ARB shall inform the Owner in writing and along with reasonable detail, the reason(s) for disapproval and the ARB's recommendations to remedy same, if in the sole opinion of the ARB a satisfactory remedy is possible.

E. In passing upon such building plans and specifications and lot-grading and landscaping plans, the ARB may take into consideration the suitability and desirability of proposed construction and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design and color with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the ARB for approval such samples of building materials proposed to be used as the ARB shall otherwise specify and require.

F. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one (1) complete set of plans and specifications, setting forth all of the information herein specified, must be submitted to the ARB.

G. Upon receipt of written approval, construction shall be started and prosecuted to completion and in strict conformity with such plans and specifications. Where an owner seeks, and receives, approval to undertake any changes required to be approved hereunder after the initial construction of the Lot and home thereon, all such improvements shall be completed within ninety (90) days from approval thereof.

H. The Homeowners' Association shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, and shall be deemed to be in violation of this covenant. In such event, upon notice of such violation from the ARB, the owner shall immediately cease and desist any further construction and submit the required plans and specifications to the ARB for review and consideration, together with a penalty in the amount of One Hundred Dollars (\$100.00) which amount shall be adjusted annually in accordance with changes in the consumer price index. Upon receipt thereof, the ARB shall conduct its regular review process. If the plans and specifications are approved by the ARB, then the Owner may continue with such construction or alteration. If the plans and specifications are not approved, then the owner shall be required to make such alterations as may be necessary to comply with the ARB's requirements and may be required to restore the lot or structure to the original condition at Owner's cost, and pay any attorney's fees expended, if any, by the Homeowners' Association.

*See Resolution #3*

I. If within one (1) month after receipt of a complete set of plans and specifications, setting forth all of the information specified, the ARB fails to approve or disapprove such plans and specifications, approval will not be required and this Section shall be deemed to have been fully complied with.

J. Plans and specifications shall be prepared by an architect, engineer or contractor licensed in the State of Florida.

K. All structures must be built to comply substantially with the plans and specifications as approved by the ARB and, before any building can be occupied, it must be completely finished and a certificate of completion must be issued by Hernando County.

L. The ARB shall have the right to waive the procedural requirements as stated above from time to time on a case by case basis.

Continued next page --->

M. Each Owner does hereby grant to the Association, its agents and employees, an easement over and across any portion of the Owner's Lot necessary to conduct inspections to ensure compliance with the terms of the deed restrictions or any adopted rules, regulations, guidelines or standards of the Association or the ARB or to effect repairs or corrective action to bring a Lot into compliance with the terms of this Declaration, the Articles of Incorporation of the Homeowners Association, the Bylaws of the Association, or any adopted rules, regulations, guidelines or standards of the Association or the ARB as adopted and amended from time to time (collectively referred to as the "Governing Documents"). In the event of a violation of any of the Governing Documents, a notice of violation shall be mailed to the Owner. In the event the Owner fails to cure the violation within fourteen days after such notice is mailed, the Association and the agents and employees shall have the right upon the mailing and expiration of a second fourteen (14) day notice to the Owner notifying the Owner of same, to enter upon the property and effect repairs or take any other reasonable corrective action, without liability therefor, and the costs thereof, together with any attorney's fees incurred, shall constitute an assessment against the property, which shall constitute a lien against the property upon the filing of a claim of lien, and may be foreclosed as hereinafter set forth. In the alternative the Association may seek injunctive or other relief in court to enforce the restrictions, whichever is the better solution as determined by the ARB or the Board of Directors. For purposes of this Paragraph 30M, notice shall be effective upon mailing by first class mail to the most recent mailing address provided to the Homeowners' Association by the Owner, or if none, to the property address. In connection with any violation of the Governing Documents, the Owner will be required to pay all attorneys' fees incurred by the Association, including pre-litigation fees which arise out of any such violations. The time frames and requirements set forth above may be modified in a particular case where it is determined by the ARB or the Board of Directors that more immediate action is needed to correct a particular violation.

*See Resolution #3, #8, and #12*

N. No structure of any kind shall be permitted in any area designated on any plat as a Golf Course Easement

O. Restriction on aluminum or metal roofs. There shall be no steel, aluminum, standing seam or any other metal roofs of any type on any structure subject to these Restrictions.

*See Resolution #4*

31. There shall be a minimum setback for all structures as follows:-

A. There shall be a twenty (20) foot setback from the front lot line to the building or any supporting structures.

B. The side lot line setback shall be seven and one-half (7 1/2) feet from any structure. *See Resolution #9*

C. Corner lot side yard setback, where one side is next to the street, shall be a minimum of twenty (20) feet unless that side faces a street that other homes front on. Then in that event, the side yard setback shall be not less than the front setback of the house next to it on that street.

In any event, all structures must meet the minimum setback requirements of the Hernando County Zoning Ordinances.

32. There shall be constructed in the front of each and every lot a sidewalk which shall meet the specifications outlined by the Developer. All double front lots shall have sidewalks on both sides of the lot which are adjacent to the street, pursuant to the Hernando County Ordinances.

33. No above-the-ground swimming pools shall be installed on any of the lots in the subdivisions.

34. No laundry shall be dried on any permanent clothes lines and the temporary or portable clothes lines shall be removed and stored at least nightly and any time when not in use.

35. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2025 A.D., at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed that it is in the best interest of the subdivision that changes be made, in which case, such changes shall then be evidenced.

36. Each Owner, together with his or her personal representatives and assigns shall, by the acceptance of the delivery of a deed of conveyance from the undersigned, or its respective successors, assigns or grantees, be deemed to agree to pay to the utility company or governmental agency, from time to time, providing street lighting facilities, a charge to be established by such utility company or governmental agency, payable periodically, for street lighting facilities to be erected and maintained on or near said property; said periodic charge being a lien upon said property and enforceable as a statutory lien. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or governmental agency concerned.



**Deed Restrictions 37-A thru 37-C3**

**37. Satellite dishes, antennas and receivers.**

A. These restrictions are being adopted to maintain aesthetic quality and property values of the homes in Seven Hills and to preserve the safety of the residents in the community while not precluding any resident from receiving an acceptable quality broadcast signal pursuant to FCC rules and regulations.

*See Resolution #14*

B. Satellite dishes, antennas and receivers not specifically permitted by the rules of the Federal Communications Commission (FCC), effective October 14, 1996, must obtain prior approval through the Architectural Review Board and the Board of Directors (referred to herein as "the Board"), in accordance with the restrictions and procedures in effect at the Subdivision from time to time.

C. As to those specific dishes, antennas and receivers permitted in the FCC rules, including satellite dishes less than one meter in diameter, and MMDS antennas and receivers (wireless cable) less than one meter in length or diameter, an expedited review process shall be followed:

1. A Registration Form must be completed by any owner proposing to install any dish, antenna or receiver provided for by the FCC rules. Such forms may be modified from time to time by the Board.

2. The Registration Form must be submitted to the designated representative of the Board by hand-delivery at least 5 days prior to the proposed installation, with all necessary information for the Association to review the proposal. If all information regarding the installation is contained in the Registration Form, and the installation complies with the rules and guidelines of the Association, the association representative shall notify the homeowner as soon as possible after receipt of such information that the installation may proceed as proposed, providing that the Hold Harmless and Indemnification Agreement required by these rules is also provided.

3. In the event that the designated representative of the Board has questions about the contents or any omissions in the Registration Form, he/she will contact the homeowner as soon as possible after receipt, within the 5-day period, in order to discuss the nature of the proposed installation. If applicable, a second visit by the company or surveyor who identified the proposed location of the equipment may be required by the Association, in order to determine whether a more acceptable method of installation, or location, is possible. No installation is to take place until the registration form has been accepted and any questions regarding the manner, size and location of the installation have been resolved. The Hold Harmless Agreement must also be executed by the lot owners prior to installation, in the event that the Association has any safety concerns in connection with a particular installation.

4. The preferred locations for installations of dishes and antennas, from an aesthetic and safety perspective are as follows:-

- |                  |                                                                                                      |
|------------------|------------------------------------------------------------------------------------------------------|
| Most Acceptable  | 1. In rear of property                                                                               |
|                  | 2. In other location where not visible from front street view of home, or side street if corner lot. |
| Least Acceptable | 3. On side of property, and                                                                          |
|                  | 4. On roof, chimney or other visible location.                                                       |

5. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

6. Due to safety concerns relating to wind loads, and the risk of falling or flying structures, any installation that will extend more than twelve (12) feet above the roof line must go through a separate approval process under the standard Architectural Review Board procedure. Detailed drawings of the structure and methods of anchorage shall be submitted, with the certification from a licensed contractor that such plans properly address any safety concerns.

7. All installations are to be completed in a manner that will cause the least adverse visual impact to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefor, if the installation will be visible from neighboring properties the Association may require inexpensive landscaping, or painting in a color compatible with the building, in order to minimize any adverse impact.

8. Homeowners will be required to maintain all installations in a safe and proper manner.

9. No homeowner may install or maintain more than one antenna or satellite dish on their property at any time.

D. Any violation of these rules will subject the lot owner to sanctions, including attorney's fees and all other remedies provided for in the Association's documents.

E. If any portion or section of these rules is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining rules and provisions.

F. The Board of Directors may adopt additional rules and regulations to implement this section, and may change the forms from time to time.

**Deed Restrictions 38 thru 39-A1**

**38. ASSOCIATION:** There shall be a homeowners' association to be known as SEVEN HILLS HOMEOWNERS' ASSOCIATION, Inc.

A. "Homeowners' Association" or "Association" shall mean and refer to the Seven Hills Homeowners' Association, Inc., its successors and assigns.

B. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title or life estate in or to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

C. "Properties" shall mean and refer to that certain real property described in the plat of any of the above named subdivisions and recorded in the Public Records of Hernando County, Florida, and shall refer to such additions thereto as may hereafter be brought within the jurisdiction of the Association.

D. "Common Areas" shall mean and refer to all real property (including the improvements thereto) now owned or enjoyed or hereafter acquired, by the Association for the common use and enjoyment of the respective owners. This shall include, but not be limited to, those Drainage Retention Areas reflected in the various plats and Buffer Walls erected or to be erected. The Association shall have a permanent easement for ingress and egress over and across all such areas, whether publicly or privately owned, for the purpose of maintaining such Common Areas and shall be authorized to expend such sums out of the maintenance assessments as hereinafter described, as the Board of Directors may deem necessary or appropriate.  
*See Resolution #8*

E. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision made of the properties with the exception of the Common Areas.

F. "Declarant" shall mean and refer to Seven Hills, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

**39. Property Rights.**

A. **OWNERS' EASEMENTS OF ENJOYMENT.** Every owner shall have a right and easement in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:-

(1) The right of the Association to dedicate or transfer all or any part of their common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer shall be signed by 2/3rds of each class of members has been recorded.

(2) The Association shall, at its expense, install and maintain a sprinkler system in the Common Areas at all places where it is necessary or desirable for the purpose of maintaining all plantings within the common areas, which expenses shall be paid out of the Assessments as hereinafter described.

**B. DELEGATION OF USE.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**40. MEMBERSHIP AND VOTING RIGHTS;**

A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

B. The Association shall have two classes of voting membership:

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

(2) **CLASS B.** Class B member(s) shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each lot owned. It is anticipated that the development will consist of a total of 2,700 lots. Thereupon, Developer shall initially have 8,100 votes. As each lot is sold by Developer, such number of votes shall be reduced by three (3). The Class B membership shall cease and be converted to a Class A membership when the total votes outstanding in the Class A membership is equal to or greater than the total votes outstanding in the Class B membership.

**41. COVENANT FOR MAINTENANCE ASSESSMENTS:**

**A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the applicable Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, as well as any assessments resulting from repairs or corrective action taken by the ARB, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment came due.

**B. PURPOSE OF ASSESSMENT.** The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for these improvements and maintenance of the Common Areas. The Association shall be responsible for the maintenance of all drainage areas and drainage easements as indicated on the plat.

*See Resolution #7*

**C. MAXIMUM AND MINIMUM ANNUAL ASSESSMENT:** The current amount of assessment as of the date hereof (Feb. 18, 1999) is \$108.90 per lot per year. The maximum annual assessment may be increased by the Board to meet the actual economic needs of the Association. In the event that a yearly assessment is increased more than ten (10%) percent over a previous year's annual assessment, the following shall apply:

(1) At least twenty (20) members of the Association may petition the Board, in writing, to call a special meeting for the purpose of the membership for the purpose of approving or disapproving the assessment, in whole or in part. The petition must be sent to the Board by certified mail, return receipt requested.

(2) The Board shall have ten (10) days from receipt of the petition to verify it and, if it meets the requirements hereof, a special meeting of the Membership to consider the assessment must be mailed or hand delivered to the membership at least ten (10) but not more than thirty (30) days after the petition is received. The notice provided to the membership shall be sent not less than fourteen (14) days prior to the meeting.

At the meeting, if a quorum is present, and a majority of the members, in person or by proxy may vote to amend the assessment, in whole or in part. If the membership does not approve of a revised assessment, the annual assessment shall stay in tact.

**D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any proper construction, reconstruction, repair or replacement of a Capital Improvement upon the Common Areas, including fixtures and personal property thereto, providing that any such assessment shall have the assent of a majority of the membership voting in person or by proxy at a meeting duly called for this purpose. The notice, quorum and approval requirements shall be as set forth in Paragraph (C) above.

Paragraph 41 E in the original documents was deleted in its entirety, Feb. 18, 1999

**F. UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**G. DETERMINATION OF ANNUAL ASSESSMENT AND NOTICE.**  
**DUE DATES:** The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot within their area at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereof. The due date established by the Board of Directors requires payment of the assessment on or before January 1st of the year when due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate on a lot is binding upon the Association as of the date of its issuance.

*See Resolution #6*

**H. EFFECT OF NONPAYMENT OF ASSESSMENTS:**  
**REMEDIES OF THE ASSOCIATION:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum or the highest rate allowed by law, if higher, and shall be subject to assessment of a \$25.00 late fee to cover additional administrative costs. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

*See Resolution #16*

**I. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien whether same shall be reflected of record or not. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**J. CHANGE OF OCCUPANCY AND ESTOPPEL CERTIFICATES.** In the event of a transfer of record ownership of a lot subject to assessment hereunder, the transferor shall be obligated to obtain an estoppel statement from the Association detailing the status of assessments due on that lot. The failure to obtain an estoppel statement shall not release the transferee from personal responsibility for the assessments which became due prior to the transfer, nor shall it affect the lien rights of the Association hereunder.

End of Deed Restrictions

In the event that any dwelling upon the lots subject to assessment is to be occupied in the absence of the record title holder(s) thereof for more than ninety (90) days, the record title holder(s) of the lot subject to assessment shall inform the Association or its agent, in writing, of the names of the occupant(s), the length of the stay and a description of the vehicle(s) which will be utilized by said occupant(s). The purpose of this provision is to insure the health, safety and welfare of all members of the Association in such that unauthorized occupants of dwellings shall more easily be recognized and the owner(s) of the dwelling notified accordingly.

IN WITNESS WHEREOF, the said SEVEN HILLS, INC., a Florida Corporation, has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested to by its Secretary, this 20th day of January, 1994.

WITNESS:

[Signature]  
Fran M. Arifas  
[Signature]  
Stacey R. Williams

SEVEN HILLS, INC.  
By: [Signature]  
LEWIS M. FRIEDLAND, President  
Attest: [Signature]  
Secretary, David S. Ford

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20th day of January, 1994 by LEWIS M. FRIEDLAND, President and David S. Ford, Secretary, respectively, of SEVEN HILLS, INC., a Florida Corporation, to me known to be the persons described in and who executed the above to be their free act and deed as such officers, for the uses and purposes therein mentioned; that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Tampa, Florida County of Pinellas and State of Florida, the day and year last aforesaid.

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Printed Name)  
(Title)  
(Serial No.)

MAHILYN J. WILLIAMS  
State of Florida  
My Comm. Exp. Jan. 23, 1998  
Comm. # CC 147500

END OF DEED RESTRICTIONS

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SEVEN HILLS HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 29, 1987, as shown by the records of this office.

The document number of this corporation is N22738.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
29th day of September, 1987.



Jim Smith  
Secretary of State



**SEVEN HILLS HOMEOWNERS ASSOCIATION**

**ARTICLES OF INCORPORATION  
INDEX**

**ARTICLE I Name of the Corporation**

**ARTICLE II Primary purpose of the Association**

- a. Perform the duties and obligations of the Association.
- b. Affix, levy, & collect assessments.
- c. Acquire, own, hold, improve property.
- d. Borrow money.
- e. Common areas.
- f. Participate in mergers.
- g. Exercise all powers under Chapter 617. (Changed to Chapter 720)

**ARTICLE III Membership in the Association.**

**ARTICLE IV Association shall be perpetual.**

**ARTICLE V Names of each subscriber.**

**ARTICLE VI Names of each Officer.**

**ARTICLE VII Names of Board of Directors.**

**ARTICLE VIII Revising By-Laws.**

**ARTICLE IX Revising the Articles of Incorporation.**

**ARTICLE X Voting members, Class "A" and Class "B"**

**ARTICLE XI Assets of the Association.**

# ARTICLES OF INCORPORATION OF SEVEN HILL HOMEOWNERS' ASSOCIATION, INC.

We, the undersigned, acting as incorporators of a non profit corporation under Chapter 720 (formally 617) of the Florida Statutes do hereby adopt the following Articles of Incorporation for such corporation:

## ARTICLE I

The name of the corporation (hereafter called the Association) is SEVEN HILLS HOMEOWNERS' ASSOCIATION, Inc.

## ARTICLE II

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and architectural control of the residence lots and Common Areas within a certain tract of real property as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, which will be subdivided into a subdivision to be known as SEVEN HILLS; and to promote the health, safety and welfare of the residents within the above described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the Declaration) applicable to the subdivision of SEVEN HILLS to be recorded in the public records of Hernando County, Florida;

(b) Affix, levy, and collect, and enforce payment by any lawful means of, all chargers and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied on or imposed against the property of the Association;

(c) Acquire (by gift, purchase, or otherwise,) own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) Borrow money and, subject to the consent by vote or written instrument of a majority of all classes of members present and voting, in person or by proxy, at a duly called meeting at which a quorum is present, mortgage, pledge, conveyed by deed of trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

Articles of Incorporation, Article II-E thru Article VI

(e) Dedicate, sell, or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purpose and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale, or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes;

(g) Have and exercise any and all powers, rights, and privileges that a nonprofit corporation organized under Chapter 617 (changed to 720) of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

### ARTICLE III

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

### ARTICLE IV

The period of duration of the Association shall be perpetual.

### ARTICLE V

The name and residence address of each subscriber is:

James P. Gills,	P.O. Box 1608, Tarpon Springs, Fl. 34688-1608
Lewis M. Friedland	P.O. Box 1608, Tarpon Springs, Fl. 34688-1608
David Ford	P.O. Box 1608, Tarpon Springs, Fl. 34688-1608

### ARTICLE VI

The affairs of the Association shall be managed by a Board of Directors, a President and Vice-President, who shall at all times be members of the Board of Directors, and a Secretary and Treasurer. Such officers shall be elected or appointed at the first meeting of the Board of Directors following such annual meeting of members.

Articles of Incorporation, Article VII thru Article X

The names of the officers who are to serve until the first election or appointment are:

Lewis Friedland	President
David Ford	Vice President/Secretary/Treasurer

**ARTICLE VII**

The number of persons constituting the first Board of Directors of the Association shall be three, and the names and addresses of the persons who shall serve as Directors until the first election are:

James P. Gills	P.O. Box 1608	Tarpon Springs, Fl. 34688-1608
Lewis M. Friedland	P.O. Box 1608	Tarpon Springs, Fl. 34688-1608
David Ford	P.O. Box 1608	Tarpon Springs, Fl. 34688-1608

**ARTICLE VIII**

The By-Laws of the Association may be made, altered or amended as set forth in the By-Laws.

**ARTICLE IX**

Amendments to these Articles of Incorporation may be proposed by ten (10%) percent of the members of the Association or by the Board of Directors. These Articles may be amended by a majority vote of the members present, in person or by proxy, at a duly called meeting of the Association at which a quorum is present. The Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while Class B Membership exists.

**ARTICLE X**

The Association shall have two classes of voting members as follows:

**Class A.** Class A members shall be all owners with the exception of Declarant, as such term is defined in the Declaration, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such person shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

**Class B.** The Class B member shall be the Declarant, as such term is defined in the Declaration, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

**ARTICLE XI**

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

Executed at Port Richey, Florida, on this 24th day of September, 1987.  
Signed, *JAMES P. GILLS*

State of Florida, County of Pasco

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared JAMES P. GILLS, to me known to be the person (s) described in and who executed the foregoing instrument for purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 24<sup>th</sup> day of September, 1987.

*Dolores B. Sehenuk*  
Notary Public

My Commission Expires:



Executed at Port Richey, Florida, on this 24 day of September, 1987.

*David Ford*  
DAVID FORD

STATE OF FLORIDA

COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared DAVID FORD, to me known to be the person(s) described in and who executed the foregoing instrument for purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 24<sup>th</sup> day of September, 1987.

*Dolores B. Sehenuk*  
Notary Public

My Commission Expires:



**END OF ARTICLES OF INCORPORATION**

# SEVEN HILLS HOMEOWNERS ASSOCIATION

## BY - LAWS

### INDEX

**ARTICLE I** Name and address of the Corporation.

**ARTICLE II** Definitions.

**ARTICLE III** Meetings of members.

1. Annual Meeting.
2. Special Meeting.
3. Notice of Meetings.
4. Quorum.
5. Proxies.

**ARTICLE IV** Board of Directors. Selection and Term of Office.

1. Number.
2. Term of office.
3. Removal.
4. Compensation.

**ARTICLE V** Nominations and Elections of Directors.

1. Nominations.
2. Elections.

**ARTICLE VI** Meetings of Directors.

1. Regular Meetings.
2. Special Meetings.
3. Quorum.

**ARTICLE VII** Powers and Duties of the Board of Directors.

1. Powers:
  - a. Adopt & publish Rules and Regulations.
  - b. Suspend voting rights.
  - c. Exercise all powers, duties, and authority.
  - d. Director's office declared vacant.
  - e. Employ a Manager, Etc.
  - f. Provide for the maintenance and beautification.
  - g. Collect assessments.

CONTINUED ON NEXT PAGE ->

# **BY - LAWS cont:-**

## **ARTICLE VII Cont.-**

### **2. Duties:**

- a. **Keep complete records.**
- b. **Supervise officers, agents, Etc.**
- c. **Provide in the Declarations to:**
  1. **Fix the amount of annual assessment.**
  2. **Notify owners of the assessment.**
  3. **Foreclose on property.**
- d. **Issue receipts for assessment paid when requested.**
- e. **Procure adequate liability insurance.**
- f. **All officers to be bonded. (if necessary)**
- g. **Maintain the common areas.**

## **ARTICLE VIII Officers and their Duties.**

1. **Enumeration of Officers.**
2. **Election of Officers.**
3. **Term.**
4. **Special appointments.**
5. **Resignations and removals.**
6. **Vacancies.**
7. **Multiple Offices.**
8. **Duties**
  - a. **President**
  - b. **Vice-President**
  - c. **Secretary**
  - d. **Treasurer**

## **ARTICLE IX Committees**

## **ARTICLE X Books and Records**

## **ARTICLE XI Assessments**

## **ARTICLE XII Corporate seal**

## **ARTICLE XIII Amendment or Conflict**

## **ARTICLE XIV Miscellaneous (Fiscal year)**

# **BY-LAWS**

**OF**  
**SEVEN HILLS HOMEOWNERS' ASSOCIATION, Inc.**

## **ARTICLE I**

The name of the corporation is **SEVEN HILLS HOMEOWNERS' ASSOCIATION, Inc.**, a Florida corporation, not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 6709 Ridge Road, Suite 300, Port Richey, Florida, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

## **ARTICLE II**

### **DEFINITIONS**

Defined terms in the Declaration of Covenants and Restrictions referred to in the Articles of Incorporation of this Association (hereinafter referred to as the Declaration) are herein used as therein defined.

## **ARTICLE III**

### **MEETING OF MEMBERS**

**Section 1. Annual Meetings.** Annual meetings of the members shall be held on such date and at such time and place as may be determined by the Board of Directors, provided, however, that such meetings shall be held not less than 10 months nor more than 15 months after the preceding year's annual meeting.

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

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the members' address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.



**Section 4. Quorum.** A quorum of the membership shall be ten (10%) percent of the votes of the Membership present, in person or by proxy. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum consisting of five (5%) percent of the members shall be present in person or by proxy.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy, except that proxies may not be used for election of directors. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** At the time control of the Association is turned over to the Homeowners by the Developer, the Board of Directors shall be composed of the five (5) sitting members of the Executive Committee and two (2) persons elected by the Membership at large. Of the five (5) persons carried over, the Chairman, First Vice Chairman and Second Vice Chairman shall serve a term of three (3) years. The remaining members of the Executive Committee shall serve two (2) years. The Directors selected by the Membership shall serve a one (1) year term. Thereafter, terms shall be as set forth in section 2 hereof.

**Section 2. Term of Office.** Each member of the Board of Directors shall be elected to a term in office of three (3) years or until his successor is elected, whichever is later.

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

**Section 4. Compensation.** No director shall receive compensation for services he may render as a Director of the Corporation. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made as follows:

(a) Self-Nomination. Prior to each election of directors, the Board of Directors shall prescribe the opening and the closing date of a reasonable filing period in which each and every eligible person who has an interest in serving as a director must submit their written notice of intent to be a candidate. Once this filing period is determined, the Board shall send a first notice of election to all Members advising the Members of the date of the election, giving the Members an opportunity to timely submit their notice of intent to be a candidate and any candidate information sheets as described in Section 2 (c) below, and clearly identifying the relevant filing period and deadline to submit same.

(b) Nominating Committee. In addition to the self-nomination procedure in Section 1 (a) above, the Board of Directors may, if it deems it desirable to do so, but is not required to, appoint a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, and two or more members of the Association. The Nominating Committee, if the Board deems it desirable to appoint one for any given election, shall be appointed by the Board of Directors prior to an election, to serve until the closing date for filing period referenced above, or until the slate of candidates thereby nominated is determining which ever shall first occur. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Any candidate nominated by the Nominating Committee shall have the opportunity to submit a candidate information sheet as described in Section 2 (c) below within the time-period prescribed in that Section 2 (c).

**Section 2 Election Process.** Election to the Board of Directors shall be by secret written ballot, cast either in person at the election by the eligible voter or in advance of the election by absentee ballot. No voting by proxy for election of directors will be permitted. Election to the Board of Directors shall be conducted in the following manner.

(a) Participation Requirement. The election shall be held at a date and time immediately prior to the scheduled Annual Meeting; however, such election shall be held even if the scheduled Annual Meeting is not held due to failure to obtain a quorum. A quorum is not required for purposes of the election; Instead, the election will be held if at least twenty percent (20%) of the eligible voters cast a ballot as set forth herein.

(b) Ballot. The ballot shall (i) identify the number of vacancies to be filled, (ii) must set forth the names of the eligible persons who have been nominated as set forth in Section 1 (a) and/or 1 (b) hereof, whether by the nominating committee or by timely submitting the written noticed addressed therein; (iii) shall, contain a requirement that the eligible voter may not vote for more candidates than there are vacancies; and (iv) must be mailed to the Members at least fifteen (15) days prior to the date of the election, with a second notice of election.

(c) Candidate Information Sheets – Included with the mailing of the ballot and election notice sent pursuant to Section 2(b) above, the Association shall include any candidate information sheets submitted to it by any candidate, which information sheet shall be no larger than 8 ½ inches by 11 inches, and which must be furnished by the candidate to the Association within the filing period set forth in Section 1 (a) above. The Association shall not be liable for the contents of the information sheet prepared by the candidate. However, if the Board determines, in its sole discretion, that the information sheet defames other candidates, then the Board shall have the right not to submit the candidate information sheet to the Members.

(d) Completion and Casting of the Ballots. Upon such ballot, the eligible voters may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Whether cast in advance of the election by absentee ballot, or if cast in person by the eligible voter at the election, the ballot must be completed by the eligible voter and placed in an inner ballot envelope with no identifying markings, and then the inner envelope must be placed in an outer envelope which must have the printed name and signature of the eligible voter on the exterior of the outer envelope, and the address or lot number of the parcel for which the vote is being cast. Upon receipt by the Association of an absentee ballot, or a ballot cast in person at the election, no ballot may be rescinded or changed. If the eligibility of the voter to vote is confirmed and no other ballot has been submitted for that parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. If more than one ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any ballot received after the closing of the balloting may not be considered. No eligible voter may

permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. The eligible candidates receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

(e) The Votes. In the event of a tie vote, a runoff election shall be held within thirty (30) days. Such runoff election shall be conducted in accordance with the procedures outlined herein, to the extent applicable, or rules promulgated by the Board, if any.

(f) Insufficient Numbers of Candidates - Notwithstanding the foregoing, if there are the same number of or fewer eligible candidates than vacancies to be filled for any election, the eligible candidates who have been nominated shall be automatically seated to fill the vacancies on the Board as of the date the election was originally scheduled to occur, and any remaining vacancies shall be filled by the affirmative vote of a majority of the directors making up the newly constituted Board, even if the directors constitute less than a quorum or if there is only one director.

(g) Additional Rules, Regulations & Procedures. The Board may from time to time, establish such additional rules, regulations and procedures as it deems appropriate to implement the use of absentee ballots and/or to conduct the election of directors in a fair, efficient and cost-effective manner.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Notice of all Regular meetings of the Board of Directors may be held monthly at such place or hour as may be fixed by resolution of the Board and must be posted at least forty eight (48) hours in advanced. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the common areas and Recreation Facility, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors

**By-laws Article VII continued**

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) To provide for and authorize the maintenance of areas deemed to be beneficial to the Association, even if such areas are not owned by the Association; and

(g) Delegate to, and contract with, a management company, mortgage company, or financial institution, responsibility for collection of the assessments of the Association.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:-

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this association, and to see that their duties are properly performed:

(c) As provided in the Declaration, to:-

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) commence proceedings to foreclose the lien against any property for which assessments are not paid within ninety (90) days after the due date or to bring an action at law against the owner personally obligated to pay same, unless, in the judgment of the members of the Board of Directors, such action would be wasteful of Association funds.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice president, who shall at all times, be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The Election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve, but in any event until his successor is duly elected or appointed.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at anytime by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:-

#### PRESIDENT

The President shall preside at all meetings of the Board of Directors, see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes.

### VICE-PRESIDENT

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

### SECRETARY

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

### TREASURER

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; prepare a compilation of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### COMMITTEES

The Association may appoint an Architectural Control Committee, and a Nominating Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Board of Directors shall have the power to appoint Committees from time to time. At least one (1) member of the Board shall serve as a liaison with each Committee appointed to assist said Committee when and if needed and to report upon such activities to the Directors as needed from time to time regarding the affairs and recommendations of said Committee.

## ARTICLE X

### BOOKS AND RECORDS

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



## ARTICLE XI

### ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the member.

## ARTICLE XII

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SEVEN HILLS HOMEOWNERS ASSOCIATION, Inc., a Florida corporation not for profit, 1987.

## ARTICLE XIII

### AMENDMENT OR CONFLICT

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

## ARTICLE XIV

### MISCELLANEOUS

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

IN WITNESS WHEREOF, wa, being all of the directors of SEVEN HILLS HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands this 29th day of September, 1987.

[Signature]  
JAMES P. GILLS  
[Signature]  
LEWIS A. FRIEDLAND  
[Signature]  
DAVID S. FORD

STATE OF FLORIDA  
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, the undersigned authority, the following named persons, to wit: JAMES P. GILLS, Lewis M. Friedland and David S. Ford all to me well known and well known to me to be the persons of those names described in and who executed the foregoing instrument and they acknowledged before me that they executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the uses and purpose therein set forth and expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal on this 29th day of September, 1987.

[Signature]  
Notary Public

My Commission Expires



CERTIFICATION

I, the undersigned do hereby certify:  
That I am the duly elected and acting secretary of the SEVEN HILLS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, and,  
That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 29th day of September, 1987.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of said Association this 29th day of September, 1987.

[Signature]  
DAVID S. FORD, Secretary

END OF BY-LAWS

# RESOLUTIONS

The following Resolutions are written and adopted by the Board as a decision, opinion, or an explanation to clarify or support a Deed Restriction. They represent the policy of the Association as determined by the Board of Directors and are subject to change from time to time.

Pages 43 & 44	<b>RESOLUTION # 1</b>	<b>Procedure for Amending Documents.</b>
Pages 45 & 46	<b>RESOLUTION # 2</b>	<b>Explanation of the Budget Procedure</b>
Pages 47 thru 50	<b>RESOLUTION # 3</b>	<b>Enforcement of Deed Restriction Fine Procedure.</b>
Pages 51 & 52	<b>RESOLUTION # 4</b>	<b>Explanation of the Deed Restriction for Metal Roofs.</b>
Pages 53 & 54	<b>RESOLUTION # 5</b>	<b>Explanation of Deed Restriction for Sodded Yards.</b>
Page 55	<b>RESOLUTION # 6</b>	<b>Assessment Collection Procedure</b>
Page 56	<b>AMENDMENT to RESOLUTION #6</b>	<b>Mowing empty Lots</b>
Page 57	<b>RESOLUTION # 7</b>	<b>Expenditure of Homeowners Assessment Dues.</b>
Pages 58 & 59	<b>RESOLUTION # 8</b>	<b>Buffer Walls and Easements</b>
Pages 60 & 61	<b>RESOLUTION # 9</b>	<b>Play Structures</b>
Pages 62 & 63	<b>RESOLUTION # 10</b>	<b>Procedures for a Nominating Committee ,Voting, and Ballots</b>
Pages 64 & 65	<b>RESOLUTION # 11</b>	<b>Inspection of Association Records.</b>
Pages 66 & 67	<b>RESOLUTION # 12</b>	<b>Storm Shutters</b>
Pages 68 & 69	<b>RESOLUTION # 13</b>	<b>Rules for Board Meetings</b>
Pages 70 & 71	<b>RESOLUTION # 14</b>	<b>Satellite Dish Antennas</b>
Page 72	<b>RESOLUTION # 15</b>	<b>Explanation for Repainting of House, Roof &amp; Driveway.</b>
Page 73	<b>RESOLUTION # 16</b>	<b>Revision of Assessments for Late Fees.</b>
Pages 74 & 75	<b>RESOLUTION # 17</b>	<b>Definition of the term "Commercial Vehicles."</b>

# RESOLUTION # 1

## Procedure for Amending Documents

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (c) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to amend the Declaration, By-Laws, Articles of Incorporation, and Rules and Regulations, and,

WHEREAS, Article IX of the By-Laws authorizes the Board of Directors to establish Committees, and,

WHEREAS, Article IX of the Articles of Incorporation, Article XIII, Section 1 of the By-Laws, and Deed Restriction #27 provide specific details for amending these Documents, and,

WHEREAS, Florida State Statutes 720-303, (1) Powers and Duties provides that governing documents must be recorded in the Official Records of the County in which the Association is located, and,

WHEREAS, it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720-303..

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violations of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations using a due process procedure.

A. The documents may be amended in part at any time. Amendments to the Documents may be proposed by a majority of the Board of Directors, or by written petition to the Board signed by at least 20% of the total voting interest. (FSS 720-303 2(d).)

B The Board of Directors has established a Documents Committee which has the responsibility for keeping the Association documents current with Federal, State and County legislative changes relative to Seven Hills, and investigating the merits of any amendments proposed by the voting interests. If approved by the Documents Committee the proposed amendment is forwarded to the Board of Director. They may either reject it, refine it, or approve it. The Board of Directors' decision is final.

C. Proposed amendments approved by the Documents Committee and the Board of Directors shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A text of the proposed amendment must be provided to the Members along with notice of the meeting

D. A proposed amendment shall be adopted if it is approved at an annual meeting, or a special meeting called for that purpose, by at least a majority vote of the members present in person or by proxy, at which a quorum is present. (*Quorum is defined in By-Law, Article III, Section 4*)

E. A copy of each adopted amendment shall be attached to a certificate reciting that the amendment was duly adopted as an amendment to the Documents, which certificate shall be executed by the President or Vice President of the Association in recordable form.

F. The amendment becomes effective when the certificate and a copy of the amendment are recorded in the public records of Hernando County.

Approved Date March 21, 2007

Signed Richard Krause  
President, Board of Directors

Signed Dave Barron  
Secretary, Board of Directors

# RESOLUTION # 2

## Enforcement of the Budget Procedure

WHEREAS the Seven Hills Homeowners' Association, Inc. has a Declaration, Bylaws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (a) of the Bylaws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, Bylaws, and Rules and Regulations, and,

WHEREAS, Article VIII Section 8 Duties, of the Bylaws of the Seven Hills Homeowners' Association, Inc. establishes the duties of the Treasurer, and,

WHEREAS, Article VII Section 1 Powers (g) of the Bylaws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to delegate to and contract with a Management company, and.

WHEREAS, Article VII Section 2 Duties (c) of the Bylaws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to fix the amount of annual assessment and notify each property owner, and,

WHEREAS, there is a need to adopt a specific procedure to define the responsibilities of the Treasurer and Property manager, and,

WHEREAS, it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720.303 (6&7).

NOW, THEREFORE, BE IT RESOLVED THAT the Association will prepare, assess, collect, annual dues and handle all funds by the following procedure:-

A. The Treasurer and the Budget Committee shall prepare an operating and reserve annual budget prior to the August meeting of the Board of Directors. This budget must include:

1. All legitimate needs for the operating budget for the next fiscal year.
2. All legitimate needs for the reserve budget which anticipates necessary future capital expenses.
3. Proposed budgets are reviewed with the Property Manager.
4. The Board of Directors shall review the proposed budget at the August board meeting, make necessary changes.
5. The Board of Directors must approve the proposed budgets and the yearly assessment by the September board meeting.

B. Copies of the approved budget and yearly assessment is to be mailed to all property owners of the Seven Hills Homeowners' Association along with the annual meeting notice before October 1st, or at least thirty (30) days prior to the annual meeting.

**Resolution # 2, Budget Procedure, Page 2**

C. The Property Manager is delegated the responsibility of collecting the annual assessment from every property owner on record. The Property Manager shall provide the Treasurer monthly with ,

1. A detailed report including the name, date, and the amount paid by each property owner.
2. A report of all delinquent dues payments by March, which will be reported to the Board of Directors at the March meeting.
  - a. The Board of Directors has the authority to authorize the Property Manager to have the Attorney place a lien on the delinquent property. (see Resolution "Assessment Collection Procedure")
4. It is the responsibility of the Property Manager to maintain a checking account at a local bank and deposit all income into that account..
5. All money collected in December and January and not needed until later in the year should be invested in 3, 6, & 9, month CD's. Accounting and reports are to be by fiscal year, January 1st to December 31st.

D. All bills from contractors or debts against the Seven Hills Homeowners' Association, Inc. shall be forwarded to the Property Manager.

1. All expenses must be paid by check by the Property Manager.
2. All checks must be dual signed, by the Property Manager and the President of the Seven Hills Homeowners; Association, Inc.
3. The Treasurer of the Seven Hills Homeowners' Association can sign checks also.
4. Copies of all bills paid by the Property Manager must be given to the Treasurer monthly.
5. Copies of all checks written to pay any expenses must be given to the Treasurer monthly.
- 6 All original monthly statements from the bank for checking, savings, CD accounts must be mailed directly to the Treasurer.
7. The Treasurer shall furnish copies of the bank statements to the Property Manager after reconciliation.

E The Property Manager shall furnish the Treasurer with a monthly report showing all the money that was received and the source, all money paid out and to whom. Also a copy of the Balance Sheet, Income Statement, Budget Comparison, General Ledger, Income Register, and Expense Register, and also all money paid that month to the reserve accounts plus interest.

F. The Property Manager is required to have a CPA prepare an annual compilation of all of the Seven Hills Homeowners' Association Inc. records. The Property Manager, with the assistance of the Treasurer, shall prepare an annual financial report within 60 days after the end of the fiscal year and provide a copy to each property owner. (Fla. Statues 720.303 (7).

APPROVED March 24, 2002  
DATE

Bob Asher  
PRESIDENT

Dick Krause  
SECRETARY

# RESOLUTION # 3

## Enforcement of Deed Restrictions Fine Procedure

WHEREAS, the Owners and Members Seven Hills Homeowners' Association, Inc. is governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Articles of Incorporation of Seven Hills Homeowners' Association, Inc. the By-Laws of Seven Hills Homeowners' Association, Inc. (The "Bylaws"), and Rules and Regulations (collectively the "Governing Documents"); and,

WHEREAS, Section 18 of the Declaration and Section 720-305 Florida Statutes grants the Board of Directors the authority to enforce the Governing Documents using various remedies; and,

WHEREAS, there is a need to adopt a specific procedure in the enforcement procedures and the levying of fines for violations of the Governing Documents; and,

WHEREAS, it is the intent that these procedures shall be applicable to all Owners, and the Owner's tenants, guests, invitees, or any others who have legal use of any parcels covered by the Declaration (collectively referred to as "Owner")

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce the Governing Documents using the following procedures:

A. If a violation of the Governing Documents is discovered, the Board will direct that a letter be sent to the record owner(s) of the lot where the violation exists to the most recent mailing address provided to the Association, or if none, to the property address (with a copy to the tenant, if applicable). Such a letter will include:

1. Notice of the alleged violation and the specific provision of the applicable Governing Document being violated;
2. Corrective action required to cure the violation;
3. A specific date by which the violation must be corrected (not less than fourteen (14) days from the date of the letter); and
4. The penalty and/or remedy which may be imposed if the violation is not cured by the stated date.

B. If the violation is not cured after the date indicated in the first letter, the Board will determine whether to:



1. Send a second letter granting the violator additional time to cure the violation if the violator has communicated with the Board and made a good-faith effort to cure the violation, or,
2. Send the matter to the Association attorney for legal action, beginning with a letter from the attorney which will include at a minimum the items set forth in paragraph A, but giving the violator not less than thirty (30) days to cure the violation above: or
3. Refer the violation to the Hearing Committee for the possible imposition of a fine following the procedures set forth below; or
4. If the Association is considering the self-help provisions set forth in Section 30M of the Declaration, sending a second, more severe notice, with an additional fourteen (14) days to cure the violation.

**C. Fining Procedures** (These procedures are also applicable to the penalty set forth in Section 30 H of the Declaration)

**1. Enforcement by Means of Fines.** In addition to all other remedies available to the Association, a fine or fines may be levied against an Owner for failure of the Owner to comply with any provision of the Governing Documents (hereinafter "violation"), providing the following procedures are adhered to:

**2. Hearing Committee:** Pursuant to Florida Statutes 720-305(2), the Board of Directors shall appoint a committee to be known as the "Hearing Committee". This committee shall conduct hearings to determine if fines should be imposed for violations. The Hearing Committee shall be composed of at least three members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. For continuity purposes, and to the extent possible, the Board shall appoint committee members for staggered two-year terms. However, all committee members shall serve at the pleasure of the Board of Directors and may be removed with or without cause by the Board at any time.

**3. Proposed Fine.** If the violator has not complied with the initial letter set forth in A above, then the Board may propose that a fine be imposed against the Owner and shall direct that the Hearing Committee hold a hearing to determine if the fine should be inputted. Additional provisions concerning the power of the Board are as follows:

a. The Board may not propose a fine in excess of the maximum fine allowed by Florida Statutes 720-305(2), as amended from time to time, currently \$100 per violation. However, for violations of a continuing nature, such fine may be proposed on the basis of each day of such continuing violation as long as such proposed fine does not exceed the maximum aggregate fine allowed by such statute, currently \$1000.00 in the aggregate.

b. The Board may propose a fine for each violation.

c. The Board reserves the right, but not the duty to prepare a schedule of fines for particular violations.

4. **Notice.** The Hearing Committee shall then notify the Owner of the violation(s) and the proposed fine. It shall also notify the Owner that a hearing will be held concerning the same. The notice shall be written and shall include the alleged violation(s) along with a citation to the document provision(s) that has been violated, the date, time and place that the hearing will be held and an announcement that the Owner may appear at such hearing to address the issue. The notice shall be served on the Owner by certified and regular mail so that the same will be received at least fourteen (14) days prior to such hearing. Service shall be completed upon the depositing of the notice in an official postal depository, postage prepaid.

5. **Hearing:** At the appointed place and time, a full hearing will be held before the Hearing Committee concerning the alleged violation(s) and the proposed fine. An Association representative shall present evidence reflecting that the proper notice was served on the Owner and shall then present the case to the Hearing Committee. The Owner may represent himself or shall have the right to be represented by counsel at the hearing. Both the Association representative and the Owner shall have the right to present such evidence as they deem appropriate and may present and cross-examine witnesses.

a. Multiple infractions by the same Owner may be discussed at the same hearing.

b. Strict rules of evidence shall not be required, however, the Hearing Committee shall comply with such standards that will insure due process and fair play.

c. The Hearing Committee has the right to continue any hearing for such period of time that it deems necessary in order to insure that full information is presented upon which to make a decision. Appropriate notices of such continuances must be given to the Owner.

d. If notice is given as required above, the failure of an Owner to appear at the hearing shall in no way impede the completion of the hearing.

6. **Hearing Committee Decision:** If, after a full hearing, the Hearing Committee does not approve a proposed fine by majority vote, then such fine shall not be imposed. However, if, after a full hearing, the Hearing Committee, by majority vote, determines that the violation has occurred, then the fine proposed by the Board will be imposed. For multiple violations, the Hearing Committee may impose some fines and refuse to impose others. All decisions of the Hearing Committee imposing fines shall be reported in official minutes and must be sent to the Owner by certified and regular mail.

7. **Payment of Fines:** Fines shall be paid not later than fifteen (15) days after notice of the imposition of the fine(s).

8. **Collection of Fines:** Fines imposed hereunder shall be deemed an indebtedness due the Association from the Owner against whom it is imposed, and shall bear interest at the highest lawful rate until paid. The Association may collect said fine(s) using any method permitted by law or in equity. Should it be necessary for the Association to employ an attorney to collect such indebtedness, in addition to such interest, the Association shall be entitled to recover the costs and expenses thereof, together with a reasonable attorney's fee

9. **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board of Directors.

D. Pursuant to Section 30 M of the Declaration, the Association may institute self-help corrective action when doing so, in the reasonable judgment of the Board of Directors, would not cause a breach of the peace. Prior to using this remedy the notice procedure set forth in Section A and B4 above and in Section 30 M will be followed.

E. Pursuant to Section 30M of the Declaration, in addition to other remedies set forth herein, the violating owner(s) will be required to pay all attorney fees incurred by the Association, including pre-litigation fees, which arise from such violations.

F. This resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors and shall automatically incorporate any future amendments to Section 720-305(2) Florida Statutes (2004)

APPROVED December 20, 2006  
Date

SIGNED Richard Krause  
Richard Krause, President

SIGNED Dave Barron  
Dave Barron, Secretary

# RESOLUTION # 4

## Explanation of the Deed Restrictions for Metal Roofs

WHEREAS, the Seven Hills Homeowners' Association, Inc. has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (a) , of the By-Laws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws and Rules and Regulations, and,

WHEREAS, there is a specific need to clarify and define Deed Restriction 30-O, which deals with aluminum or metal roofs.

WHEREAS, it is the intent that this rule be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors, or Florida State Statute 720.305

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violation of the Declaration, By-Laws, and Rules and Regulations using due process procedure.

A. Deed Restriction 30-O, provides a restriction on aluminum or metal roofs.. " There shall be no steel, aluminum, standing seam or any other metal roofs of any type on any structure subject to these Restrictions."

B This is meant to specifically refer to single sheet metal, aluminum corrugated, or non metallic roofing, and/or standing seam roofing of any kind which is not allowed under any circumstance under this Restriction.

C. All roofs on any house within the Seven Hills development must have either a tile roof or a shingle roof as spelled out in the Deed Restrictions, and approved by the ARB.

D. The intent of this Resolution is to provide specific definition for roofing to be used only on an extension of an existing Lanai or a partial or full covering of a pool screen enclosure.

E. The type of roofing, available under many common names, whose primary purpose is to be used as a solarshield can be approved by the ARB. It has a metal covering with a Styrofoam insulation core under the metal, and radiant barrier on each side of the Styrofoam. The underside has a finished surface to match the interior of the enclosure, which can be painted.

Resolution # 4, Metal Roofs, Page 2

F. This type of roof must be approved by the ARB before it can be used for an extension of a Lanai. In this case, the metal covering must be covered by a shingle type procedure which must match the roof on the existing house in texture and color. Approval by the ARB is also necessary prior to its use as a partial or full cover on a pool screen enclosure.

G. All applications for this type of roofing MUST BE APPROVED by the Architectural Review Board prior to installation. Request must specify where it is to be installed, type of roofing by brand name, and color of the roof.

H. Failure to obtain approval prior to any installation may result in corrective procedures by the Architectural Review Board which has the authority for the review and enforcement of any property change to be sure that it is in compliance with the Declaration.

APPROVED March 24, 2002  
DATE

Bob Asher  
PRESIDENT

Dick Krause  
SECRETARY

# RESOLUTION # 5

## Explanation of the Deed Restriction for Sodded Yards

WHEREAS, the Seven Hills Homeowners' Association, Inc. has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (a), of the By-Laws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws and Rules and Regulations, and,

WHEREAS, there is a specific need to clarify and define Deed Restriction 28, which deals with a requirement to have the entire yard of the home sodded.

WHEREAS, it is the intent that this rule be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors, or Florida State Statute 720.305

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violation of the Declaration, By-Laws, and Rules and Regulations using due process procedure.

A. Deed Restriction 28, provides that, "All homes constructed in the subdivision shall have the entire yard of the home sodded (except in the area covered by the home, its improvements and landscaping) and there shall be no gravel yards whatsoever."

B. The word "sodded" in this Deed Restriction is meant to be sodded with a grass turf, however, due to the water shortages and drought conditions experienced in this part of Florida, this Restriction must be up-dated.

C. The Board of Directors may authorize the substitution of a green synthetic artificial grass sod, such as used in professional sport fields as a replacement for "grass turf," which will allow home improvements as long as the artificial sod is not a detriment to the property or the community. Appearance and quality of original color must be maintained by the property owner.

D.. All applications for this type of sodding MUST BE APPROVED by the Architectural Review Board prior to installation. Request must specify where it is to be installed, and the type of sodding by brand name.

Resolution # 5, Sodded Yards, Page 2

E. Failure to obtain approval prior to any installation may result in corrective procedures by the Architectural Review Board which has the authority for the review and enforcement of any property change to be sure that it is in compliance with the Declaration.

APPROVED March 24, 2002  
DATE

Bob Asher  
PRESIDENT

Dick Krause  
SECRETARY

# RESOLUTION # 6

## Assessment Collection Procedure

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declarations, By-Laws, and Rules and Regulations, and,

WHEREAS, Deed Restriction #41-H and By-Laws, Article VII Section 2 (3) states when Assessments are due and the penalty for non-payment, there is a need to adopt a specific procedure for the collection of annual assessments,

WHEREAS, it is the intent that this rule shall be applicable to all owners of both developed and undeveloped parcels, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720.

NOW, THEREFOR, BE IT RESOLVED THAT the Association will collect annual assessments by the following procedure:-

1. Invoice for the annual assessment for the upcoming fiscal year will be mailed out by December 15th or the first business day thereafter.
2. Payment is due and payable on or before January 1st..
3. If payment is not received by February 1st, a late fee of \$25.00 will be added.
4. If payment is not received by February 1st, an interest penalty of 1.5 % per month will be added until the assessment plus late fees and interest are paid in full.
5. In addition, if payment is not received by March 1st, or payment arrangements made, a Lien will be placed on the property. All legal costs incurred will be added. Legal costs will include, but not be limited to court costs for lien and release of lien, attorney's fees and other costs associated with this process.
6. If payment is not received by July 1st or payment arrangements made, Foreclosure of the property will commence. All costs associated with this process will be added to the amount of the lien.

REVISED February 20, 2008  
DATE

SIGNED Bob Asher  
Association PRESIDENT

SIGNED Dick Krause  
Association SECRETARY



# AMENDMENT TO RESOLUTION # 6

## Assessment Collection Procedure for Mowing Vacant Lots

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Articles of Incorporation, Article II - b; By-Laws, Article VII, Section 2, c-1; and Deed Restriction # 41-G provides for the Board of Directors to set the annual assessment, and,

WHEREAS, there is a need to adopt a specific procedure for the collection of annual assessments, *and collection of fees for mowing vacant lots.*

WHEREAS, it is the intent that this rule shall be applicable to all owners of both developed and undeveloped parcels, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720.

NOW, THEREFOR, BE IT RESOLVED THAT the Association will collect special assessments for lot mowing of vacant lots:-

A. Since there has been a problem with the collection for mowing empty owned lots in the Seven Hills Association, and

B. Since the County has not been prompt in enforcing the mowing of overgrown lots,

C. The Board of Directors does here-by authorize the Property Manager to include the actual cost for mowing any owned and vacant lot within the Seven Hills Homeowners' Association with the annual yearly assessment sent out on December 1st.

D. This charge will be for mowing the lot five (5) times per year based on the actual cost by the contractor.

E. If there is not a need to mow five (5) times a year, the lot owner will be credited the amount not spent and that amount deducted from the next assessment period.

F.. Failure to pay this combined assessment will result in the appropriate action as outlined in Resolution #6, Assessment Collection Procedure.

APPROVED October 14, 2002  
DATE

Bob Asher  
PRESIDENT

Dick Krause  
SECRETARY

# RESOLUTION # 7

## Expenditure of Homeowners' Assessment Dues

WHEREAS, the Seven Hills Homeowners' Association, Inc. has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (a) , of the By-Laws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws and Rules and Regulations, and,

WHEREAS, there is a specific need to clarify and define Deed Restriction 41-B, Purpose of Assessment.

WHEREAS, it is the intent that this rule be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors, or Florida State Statute 720.303 (6) Budgets.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violation of the Declaration, By-Laws, and Rules and Regulations using due process procedure.

Deed Restriction 41-B, Purpose of Assessments. "The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for these improvements and maintenance of the Common Areas."

All expenses for, but not limited to, the costs of: Coffee and Refreshments at Meetings, Plaques, Awards, Certificates of Appreciation, Donations to any Charity, Donations for Death of Members, Picnics, or Parties of any kind, *can not* be funded by using the Homeowners' Association money.

The Homeowners' Association annual dues *can only be used* to fund anything that is a benefit to the entire Seven Hills community, such as:

Funding for Equipment, Printing, Stationary Supplies, Postage, Rent of Post Office Box and Storage, Signs for Cars, Radios and Batteries, "Uniforms" (Hats & Shirts), and Donations paid in lieu of Rent. Also costs to maintain Common Areas, all items included in the Association's Annual Budget, and any other expenses covered in By-Law, Article VII, (E) & (F)

APPROVED March 24, 2002

DATE

Bob Asher

PRESIDENT

Dick Krause

SECRETARY

# RESOLUTION # 8

## Buffer Walls and Easements

WHEREAS the Seven Hills Homeowners' Association, Inc, has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Declaration #38 D deals with "Common Areas" and specially with Buffer Walls and Easements,

WHEREAS, Declaration #30 M provides for action to be taken by the Association when needed to correct a violation,

WHEREAS, it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720.301 (2) & 720.303 (1)..

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violations of the Declaration, By-Laws, and Rules and Regulations using a due process procedure.

A. Buffer Walls referred to in this Resolution should not be confused with retaining walls constructed upon the property by the builder. The maintenance for a retaining wall is the homeowner's responsibility.

B Deed Restriction #38 D deals with Common Areas and reads in part as follows:-

"Common Areas shall mean and refer to all property (including the improvements thereto) now owned or enjoyed or hereafter acquired, by the Association for the common use and enjoyment of the respective owners. This shall include, but not be limited to, Buffer Walls erected or to be erected. The Association shall have a permanent easement for ingress and egress over and across all such areas, whether publicly or privately owned, for the purpose of maintaining such Common Areas and shall be authorized to expend such sums out of the maintenance assessments as hereafter described, as the Board of Directors may deem necessary or appropriate."

C. The property owners original plot map provides that the Association shall have an easement of two or more feet, depending on location, on both sides of all "Buffer Walls," both exterior and interior, in the Seven Hills development that the Association is responsible for maintaining.

Resolution #8, Buffer Walls, Page 2

. Any property owner that abuts any such wall is responsible for maintaining the said easement, keeping the easement free of any obstructions or the planting of trees, shrubs, flowers, or anything that might interfere with the ingress and egress of said easement. The property owner is responsible for the proper care of said wall, and to insure that said owner is not allowing anything of their doing to discolor, mark, scrape, rub or cause the wall to need cleaning, repair, or repainting.

E. In connection with any violation of these restrictions or other applicable rules, corrective action will be taken as outlined in Deed Restriction #30 M. The property owner will be properly notified of the violation and given reasonable time to correct the violation. If the violation is not corrected, a letter from the Attorney will be sent to inform the owner that the Homeowners' Association is exercising their option to enter upon the property and effect repairs or take any other reasonable corrective action, without liability therefor, and the costs thereof, together with any attorney's, or Sheriff Deputy fees incurred, shall constitute an assessment against the property, which shall constitute a lien against the property. The property owner will be required to pay all expenses incurred by the Association.

F. The Seven Hills Homeowners' Association is responsible for the maintenance of all the Buffer Walls in the Seven Hills development except the following:-

- a. The walls on the South, West, and North sides of the Mariner Office Park.
- b. The monument sign wall on the right (North) entrance of Fairchild off Mariner.  
(This is Golf Course property)
- c. All walls and fencing at the Spring Haven Apartments.
- d. Any and all retaining walls in the entire Seven Hills sub-division

APPROVED August 14, 2003  
DATE

Bob Asher

PRESIDENT

Dick Krause

SECRETARY

# RESOLUTION # 9

## Play Structures

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Declaration #30-B authorizes the Architectural Review Board to review and enforce erecting any structure without prior approval and submission of appropriate plans, and,

WHEREAS, there is a need to adopt a specific procedure to allow a play structure for children that is appropriate for the area and meets the ARB approval, and,

WHEREAS, it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720.305.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violations of the Declaration, By-Laws, and Rules and Regulations using a due process procedure.

A. This Resolution is to define the specifications of a play structure that is to be placed on the property owners lot after getting approval from the ARB.

B. "Play structure" used in this Resolution is meant to refer to, but not limited to, swing set, skate board ramp, bicycle ramp, basket ball hoop, or any other structure provided for a child's enjoyment.

C. No Play Structure may be placed on the owners property without prior approval of the ARB. Failure to get prior approval may cause the structure to be removed.

D. All liability for this play structure is born directly by the property owner. The ARB only approves the size and placement on the lot. ARB approval does not in any way transfer any liability to the Seven Hills Homeowners' Association.

E. Swing sets may not exceed the maximum size of 8 feet high, 14 feet wide and 16 feet long. All swing sets must be placed in the rear yard of the property, at least 7'6" from the side property lines. (See Declaration #31-B) On a Golf Course lot, the swing set must be placed as close to the back of the residence as possible so as not to hinder the neighbors view.

Resolution #9, Play Structures, Page 2

F. The "Foot Print" of any skate board or bicycle ramp must not exceed a width of 4 feet and a length of 8 feet. Must be placed in the rear of the property and not closer than 7'6" from either property line.

G. A tree house or playhouse is not permitted as per Document #10.

H. A basket ball hoop, if used in the front of the residence must not be on the county right-of-way, which is the grass area between your sidewalk and street. The basket ball hoop must not block the sidewalk. The hoop must be kept and stored on the property

APPROVED October 10, 2003  
DATE

SIGNED Bob Asher  
CHAIRMAN

Dick Krause  
SECRETARY

# **RESOLUTION # 10**

## **Procedures for a Nominating Committee, Voting, and Ballot Verification Committee**

WHEREAS, the Seven Hills Homeowners' Association Inc. has a Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Article IV of the By-laws defines the Board of Directors, their Selection and Term of Office, and,

WHEREAS, while Article V of the By-laws authorizes the Nomination and Election of Directors, there is a need to adopt a specific procedure to comply with this Article, and,

WHEREAS, as it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors or Florida State Statute 720.306 (7) Elections.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will use the following procedures for nominating, voting and ballot verification for the Nomination and Election of Directors.

**NOMINATIONS:** Nominations to the Board are made by the Nominating Committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, and shall serve until the candidates elected are announced at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among members or non-members. (By-laws Article V)

**APPLICATION for NOMINATION:** All persons applying to the Nominating Committee shall be given an "Application for Nomination" form (bottom of page 2) to be completed and returned to the Association Manager by August 15th of the current year. The completed application form will be provided to the Board of Directors for review. The Nominating Committee shall prepare a list of candidates for nomination which shall be listed at the bottom of the Limited Proxy and shall be included in the Annual Meeting notice sent to all members of the Association before September 30th of the current year. Nominations will be accepted from the floor at the annual meeting. Voting will be by secret written ballot, passed out at the beginning of the annual meeting to every lot owner who has not returned his Proxy. (By-laws, Article V, Sec. 2)

Resolution #10, Procedures for Nominating Committee, Page 2

**DISTRIBUTING and COUNTING the BALLOTS.** The Board of Directors shall employ 3 to 6 impartial members of the Association Manager's staff who are not affiliated with any member of the Board of Directors, the Nominating Committee or any of the nominated candidates. As the Proxies are returned, they will be recorded on an alphabetical lot owner's list. This list will be used at the entry to the annual meeting to; (a) sign in lot owners to get an accurate count to determine a quorum, (b) to issue a voting ballot, one per lot owned, (c) to determine if a proxy has been sent in, does the lot owner wish to have it back and vote in person.

Nominations will be taken from the floor at the annual meeting. A blank space will be left on the ballot for write-ins. Ballots will be filled out and collected.

The votes are to be counted by the Association Manager's staff while the meeting continues. The candidate(s) who receive the most votes and is elected to the Board of Directors will be announced prior to the close of the Annual Meeting of the Members by the Chairman of the Board. The Nominating Committees duties are completed.

**SEVEN HILLS HOMEOWNERS' ASSOCIATION**

**Application for Nomination to the Seven Hills  
Homeowners' Association's Board of Directors**

This application is for Members of the Seven Hills Homeowners' Association to apply for nomination for election to serve on the Associations Board of Directors.

The duties for a Director are listed in the By-Laws of the Association, Article's IV, VI, VII, and VIII. A Director is required to attend meetings each month and may take from 8 to 20 hours of time per month, depending on the position assigned to the Director. Questions may be directed to the Director listed at the bottom of this page. To apply for nomination as a Director, please fill out the following application.

**Please Print**

My NAME is \_\_\_\_\_.

I live at \_\_\_\_\_ Spring Hill, my Phone # is \_\_\_\_\_.

My highest level of formal Education was \_\_\_\_\_.

A brief history of past job descriptions and experiences were \_\_\_\_\_.

Please complete this thought. I would like to serve on the Board of Directors because of what I can bring to the Office and improvements I can make.

\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Chairperson, Nominating Committee \_\_\_\_\_ Phone \_\_\_\_\_

Approved Dec. 15, 2004

Richard S. Colbath  
President, Board of Directors

Richard J. Krause  
Secretary, Board of Director



# RESOLUTION # 11

## Inspection of Association Records

WHEREAS, the Seven Hills Homeowners' Association, Inc. has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1, Powers (a) , of the By-Laws of the Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws and Rules and Regulations, and,

WHEREAS, By-Laws, Article X, provides that the books, records, and papers of the Association shall be subject to inspection by any member, and,

WHEREAS, Florida State Statutes 720.303 (5) provides that the official records of the Association must be open to inspection by members or their authorized agents at reasonable times and places, and

NOW, THEREFORE, BE IT RESOLVED THAT the Association had set the following rules to comply with an orderly procedure to provide for the inspection of Association records.

1. Any member of the Association, or their authorized agent, may request to inspect the Association's records. (exception #9 below)
2. All requests must be submitted in writing, sent by first class mail to the Association's Manager's office.
3. Requests must state exactly what records they are requesting to inspect.
4. Times that records are available for inspection are from 10:30 AM until 2:30 PM. Monday through Thursday. A scheduled time will be set up not later than 10 days after the receipt of the request letter.
5. All inspections will take place at the assigned meeting facility as provided in 720.303 (5).
6. A fee of \$ .25 (twenty five cents) per one sided page will be charged for any copies made of the records being inspected.
7. A member of the Board of Directors must be present during all inspections.
8. Books containing the most current copies of the Deed Restrictions, Articles of Incorporation, By-Laws, and Resolutions may be obtained from the Association's Manager at no cost.

**Resolution # 11, Inspection of Association Records, Page 2**

9. Any record protected by the lawyer-client privilege, or protected by the work-product privilege, or any protected records outlined in Statute 720.303 (5-c) are not subject to be inspected and/or copied by any member of the Association or their authorized agents.

Approved DATE November 17, 2004

Richard S. Colbath  
PRESIDENT, Board of Directors

Richard J. Krause  
SECRETARY, Board of Directors

# RESOLUTION # 12

## STORM SHUTTERS

WHEREAS, the Seven Hills Homeowners' Association Inc. has a Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Declaration, Deed Restriction #30 defines the need to obtain approval of plans, standards and procures to all improvements to each lot by the ARB prior to any and all changes.

WHEREAS, while Declaration, Deed Restriction #30 requires the prior approval of any improvements by the ARB, there is a need to adopt specific specifications for the kind, type and when the placement and use of storm shutters may be used, due to time restraints.

WHEREAS, as it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors or Florida State Statute 720.303 (1) Powers and Duties.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will use the following specifications for requirements and approval for any and all types of Storm Shutters within the Plats in the Seven Hills Homeowners' Association.

A. Storm Shutters as referred to in this Resolution are meant to include any and all types of removable protective panels or exterior covering of windows, doors and other breakable parts of the dwelling that need to be protected in the event of a hurricane or major storm warning.

B. Due to the usual short notice of a pending hurricane or major storm, the requirement for ARB approval as stated in Deed Restriction #30 for the installation of removable protective panels is waved in this case only.

C. Storm Shutters, if attached permanently to the house, must be hinged, extra wide and foldable to conform to the 20 inch width in the open position. Colors must match, or be compatible with, existing trim and siding colors. Permanently attached shutters must have prior approval from the ARB. Shutters are to remain open at all times, except as follows.

Resolution #12, Storm Shutters, Page 2

D. Storm Shutters may be closed only upon issuance of an official storm warning and must be returned to the open position, or removed, by the owner or his appointed representative within 72 hours after the storm danger has passed. Under no circumstances may storm shutters or protective panels be used as a routine security measure while the owner is away.

E. Removable protective panels are permitted, and although not subject to rules governing size and design, they can be put in place only during an official hurricane warning and must be removed within 72 hours following the lifting of said hurricane warning. Should the panels not be removed, the Association shall exercise its option to enter the property and effect repairs or take other reasonable action, without liability therefor, and all costs shall be considered an assessment against the property as outlined in Deed Restriction #30-M. The Association shall not be responsible for any damages incurred or caused by said removal.

Approved Date April 20, 2005

Signed Richard S. Colbath  
President, Board of Directors

Signed George Miller  
Secretary, Board of Directors

# RESOLUTION # 13

## RULES FOR BOARD MEETINGS

WHEREAS, the Seven Hills Homeowners' Association Inc. has a Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, By-Law, Article III, Meetings of Members and Article VI, Meetings of Directors, provide for the meeting of members of the Association and the Board of Directors, the frequency and notification.

WHEREAS, while Florida State Statues 720-303 (2-b) covers the members and directors meeting it also provides for a member to speak at a Board meeting on any matter placed on the agenda. The Association may adopt written reasonable rules expanding the right of members to speak, and governing the frequency, duration, and other manner of members statements, but must be consistent with this paragraph. (2-b). Thus the reason for this Resolution.

WHEREAS, as it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors or Florida State Statute 720.303 (2-b) Board Meetings and 720-306 (6) Right to Speak

NOW, THEREFORE, BE IT RESOLVED THAT the Association will use the following specifications for member participation in any and all Board of Directors meetings.

A. The Board of Directors shall hold various kinds of meetings and all members of the Association may attend all meetings. The date, time and place of the Board Meetings will be published in the Communicator Newspaper prior to any meeting. The following is the procedure to be followed for each type of meeting.

B. On the third Wednesday of the month the Board of Directors will hold its workshop meeting. This is open to all Association Members who have the right to attend and observe such meetings. This is a business meeting for the Board and only Board members may speak at this meeting. However, the Board will hold a Resident Comments forum at the beginning of each Workshop meeting starting at 9:00 am sharp for any resident to speak to the Board on any subject.. Some of the Board's replies may be delayed if the question presented needs time to investigate to insure a proper answer. Once the Resident Comment forum is over, the Board of Directors will start its Workshop meeting and the members may leave or may stay and observe. No questions or comments from any member will be allowed at this Workshop meeting.

**Resolution #13, Rules for Board Meetings, Page 2**

C. At all Board meetings held for members, which is open to all Association members, any member may speak for a period of three minutes on any item placed on the agenda by the Board or petitioned by a member. If a member would like to place an item on the agenda, they must request the item in writing to the Associations Secretary one week prior to the meeting. Members may speak on agenda items only.

D. An Annual Meeting of the Board of Directors is required by law and is held usually on the second Thursday of November. This is open to all Association Members and has the same rules as the Board meetings. Any member may speak on any item on the agenda for a period of three minutes. If a member would like to place an item on the agenda, they must notify the Association Secretary in writing requesting that the item be placed on the agenda at least six (6) weeks prior to the meeting date. This will allow time for printing and distribution. All members wishing to speak at the Annual Meeting will be required to sign up at the meeting and indicate the topic item on the agenda that they wish to speak.

Approved Date February 21, 2005

Signed Richard Colbath  
President, Board of Directors

Signed George Miller  
Secretary, Board of Directors

# RESOLUTION # 14

## Satellite Dish Antennas

WHEREAS, the Seven Hills Homeowners' Association Inc. has a Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-laws, and Rules and Regulations, and,

WHEREAS, Declaration #37 requires all antennas and receivers not specifically permitted by the rules of the Federal Communications Commission effective October 14, 1996, to obtain approval through the Architectural Review Board prior to installation, and,

WHEREAS, Section 207 of the Telecommunication Act of 1996 the Federal Communication Commission (FCC) adopted the Over-the-Air Reception Devices Rule (OTARD) concerning the restrictions on viewers ability to receive video programming signals from direct broadcast satellites.. This rule is cited as 47 C.F.R. Section 1.4000 and it prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming, and,

WHEREAS, Declaration #37 - "F" allows the Board of Directors to adopt additional rules and regulations to implement this section, and may change from time to time, and,

WHEREAS, as it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors or FCC ruling or OTARD rules.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violations of the Declarations, By-Laws, and Rules and Regulations using a due process procedure.

A. This Resolution is to define the difference in a regular cable TV antenna and the antenna that is part of the Satellite Dish installation which is for receiving local channels in High Definition.

B. Any antennas and receivers not specifically permitted by the rules of the FCC must obtain prior approval from the Architectural Review Board, (Standard TV antenna)

C. Any antenna which is a part of, and attached to, a satellite dish installation for the express purposes of receiving major local channels with high definition service will be approved and does not violate Deed Restriction #37.

D. In no case will an installation of a satellite dish antenna and a regular TV antenna be approved. A dwelling can have one or the other, but not both, and one will be required to be removed.

E.. The installation of either type of an antenna, TV or satellite high definition, or both, may be installed in the attic of the dwelling out of sight. This installation does not require the approval of the ARB.

F. This Resolution only covers satellite dish and antennas permitted by the Federal Communication Commission concerning the restrictions on the viewers ability to receive video programming signals. It does not cover dishes used exclusively for computer connections or operations, which must be approved by the A.R.B. prior to installation. The same rules for the placement on the premises apply to computer dishes.

Approved Date August 17, 2005

Signed Richard S. Colbath  
President, Board of Directors

Signed George E. Miller  
Secretary, Board of Directors



# RESOLUTION # 15

## Explanation of Deed Restriction for Repainting

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, there is a specific need to clarify and define Deed Restriction #30, Section B which deals with repainting, whether it is the trim, or house, or roof.

WHEREAS, it is the intent that this rule shall be applicable to all owners, tenants, guests, invitees, or any others who have legal use of any parcels covered by the documents, this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors or Florida State Statute 720-305..

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said violations of the Declaration, By-Laws, and Rules and Regulations using a due process procedure.

A. Deed Restriction #30, Section B provides that any repainting, whether trim, or house, or roof is acceptable as long as the colors utilized are the original colors of the house when built.

B Due to the number of homes built as spec homes and sold to current owners, or the resale of homes by the original owners to the current owners, many current owners do not have records of the original colors.

C. Deed Restriction #30, Section B states that all colors must be approved by the Architectural Review Board, (ARB.) before painting the trim, or house, or roof, or any change to the exterior of the home. This also includes driveways or walks.

D. Owners will need a copy of ARB approval before repainting the same colors, or any color. If the home owner does not have a record of prior approval, he must submit an Architectural Change Request Form with color samples attached to the ARB prior to repainting. This will assure all homes are in compliance with Deed Restriction #30.

Approved Date August 17, 2005

Signed Richard S. Colbath  
President, Board of Directors

Signed George E. Miller  
Secretary, Board of Directors

# RESOLUTION # 16

## Revision of Assessments for Late Fees

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, there is a specific need to change Deed Restriction #41-H, "Effect of Nonpayment of Assessments: Remedies of the Association". to comply with the Florida State Statutes 720-308.5 adopted July 1, 2007, and,

WHEREAS, it is the intent that this Statute shall be applicable to all Owners and Members of this Association who have legal use of any parcels covered by the documents. This resolution shall remain in effect until otherwise rescinded, modified, or amended by the Florida State Legislature., and,

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce said change in the Deed Restriction and the amount of Late Fees charged, to comply with the Florida Statutes.

A. In the Amended and Restated Declaration of Covenants, Conditions and Restrictions Dated January 20, 1995, Deed Restriction #41-H "Effect of Nonpayment of Assessments, Remedies of the Association" was modified by the Developer to include a late fee for non payment of assessments.

B The modification of Deed Restriction 41-H provided that "any assessment not paid within 30 days after the due date shall be subject to an assessment of a \$50.00 late fee to cover the additional administrative costs."

C. Effective on July 1, 2007, the Florida Legislature adopted the following Statute:

***720-308.5 Payment for assessments; lien claims.***

***3 - (a) If the declaration or by-laws so provide, the association may also charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5 percent of the amount of each installment that is paid past the due date.***

D. This Resolution is adopted for the Seven Hills Homeowners' Association to comply with the change in the Florida Statute 720-308.5. Commencing at the start of fiscal year 2008, SHHOA will change the administrative late fee charged from \$50.00 to \$25.00 per violation.

Approved Date February 20, 2008

Signed Richard D. Heebsh  
President, Board of Directors

Signed Richard G. Colbath  
Secretary, Board of Directors

# RESOLUTION # 17

## Definition of the term "COMMERCIAL VEHICLE"

WHEREAS the Seven Hills Homeowners' Association, Inc., has a Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Article VII Section 1. Powers (a) of the By-Laws of Seven Hills Homeowners' Association, Inc. empowers the Board of Directors to enforce the Declaration, By-Laws, and Rules and Regulations, and,

WHEREAS, Deed Restriction #11 states "No trucks, trailers, *commercial vehicles* or boats shall be allowed to be parked on the street or on any of these lots either temporarily or permanently. Recreational vehicles may be parked for not more than seven (7) days in any calendar quarter. The term "recreational vehicle" shall not include vans used for personal use. The term "truck" shall not include pick-up trucks up to 3/4 ton gross vehicle weight".

WHEREAS, there is a specific need to establish and define a clear definition of what the Seven Hills Homeowners' Association considers a "*Commercial Vehicle*"

WHEREAS, it is the intent that this definition shall be applicable to all owners, tenants, guests, invitees, or any others who have a legal use of any parcels covered by the documents. This Resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors of this Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Association will enforce the parking of any Commercial Vehicles of any kind from being parked anywhere within the Association property unless it is in a covered garage.

### A Commercial Vehicle is defined by the Association as follows:-

1. Any vehicle which is used to carry people or goods, related to or connected with any business, trade, commerce, or buying and selling.
2. Vehicles not designed for normal personal/family transportation, and vehicles bearing lettering, graphics, ladder racks and/or ladders, or other commercial insignia.
3. Any signs, flags and banners that are prohibited by the ARB shall likewise be prohibited on vehicles parked anywhere on the properties.
4. Delivery vans, service vans or buses, public service vehicles or construction vehicles.

Continued next page ---->

Resolution #17, Definition of Commercial Vehicles. Page 2

5. A vehicle used on public roads in commerce to transport passengers or cargo, excluding private passenger vehicles which do not exhibit any exterior indication of business use.

6. A vehicle which is used in a commercial enterprise and which bears the name or firm, or identification of the purpose of the vehicle or a vehicle which is of the type not normally used to carry human passengers.

7. Any vehicle which either has outside lettering displaying information identifying a business or other nonpersonal use of any kind.

8. Any *Pods* type container used for moving and storage of household items, or a rubbish "roll-off" container for construction waste will be allowed to be placed in a driveway for a period of no longer than 30 days.

Approved Date August 27, 2008

Signed Richard D. Heebsh  
President, Board of Directors

Signed Richard G. Colbath  
Secretary, Board of Directors