

# CHARDONNAY HOMEOWNER'S ASSOCIATION, INC.

(A Deed Restricted Community)  
14025 Trouville Drive  
Tampa, Florida 33624

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## BY-LAWS

The name of the not-for-profit corporation is CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation is located at 14025 Trouville Drive, Tampa, Florida 33624-6961 where monthly Board meetings are held, but annual membership meetings may be held at such places within the County of Hillsborough, State of Florida as may be designated by the Board of Directors.

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## ARTICLE I

### DEFINITIONS

Section 1. Association - "Association" shall mean and refer to CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. Board - "Board" shall mean and refer to the Association Board of Directors. See Article IV BOARD OF DIRECTORS for details concerning the nomination and election of the Board.

Section 3. Commercial Vehicle - "Commercial Vehicle" shall mean and refer to any vehicle that displays signs or advertising on any part of the vehicle and shall include any vehicle that has (but not limited to) ladders, pipes, etc. stored on the vehicle. "Commercial Vehicle" also shall include, but not be limited to, any self-propelled or towed vehicle used on the public streets or highways in commerce to transport passengers or cargo.

Section 4. Common Area - "Common Area" shall mean all real property (and improvements thereto) owned by the Association for the common use and enjoyment of the Community Owners.

Section 5. Community Association Manager - "Community Association Manager" shall refer to the individual, hired by the Board, to oversee the day to day operation of the Association which includes, but is not limited to, preparation of accounts payable checks, maintenance of the Lot Owner's files, preparation of monthly financial reports, preparation of monthly manager's report, maintenance of accounts receivable file, and preparation/dissemination of any correspondence directed by the Board.

Section 6. Declaration - "Declaration" shall mean and refer to the CARROLLWOOD VILLAGE, PHASE III, VILLAGE XVI *Declaration of Covenants and Restrictions* applicable to the Properties, recorded in official Records Book 4392 at pages 967 through 982 of the Public records of Hillsborough County, Florida.

Section 7. Exclusive Easement - "Exclusive Easements" shall mean the segments of the common area for which a Lot Owner has exclusive rights and privileges as described in the Declaration.

Section 8. Disclosure Summary - "Disclosure Summary" shall refer to the document that all prospective Owners must sign prior to executing any contracts for purchase of property in Chardonnay. The Disclosure Summary is explained further in Article VII GENERAL RESTRICTIONS, Section 1.

Section 9. Lot - "Lot" shall mean any dwelling unit site or plot of land shown upon the recorded subdivision plat of the Properties with the exception of the Common Area. The word "Lot" shall include both the platted site or plot of land, and the residence located thereon when the same has been constructed.

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Section 10. Member - "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the *Declaration of Covenants and Restrictions*, the Articles of Incorporation and the Association By-laws.

Section 11. Owner - "Owner" shall mean and refer to the Lot Owner(s) of record title, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Community, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. Properties - "Properties" shall mean and refer to the real property located in Hillsborough County, Florida described as follows: Carrollwood Village, Phase III, Village XVI, according to the plat thereof recorded in Plat Book 56, Pages 25-1 to 25-3, Public Records of Hillsborough County, Florida.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Every Member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. However, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment - Every Lot Owner shall have a right to and easement of use and enjoyment in the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable fees for the use of any recreational facilities situated upon the Common Area as well as to maintain the Common Area; and
- (b) the right of the Association to suspend the right to use of the recreational facilities by an Owner/renter for any period during which the assessment against his/her Lot remains unpaid; and
- (c) the right of the Association to suspend the use of the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (d) the right of the Association to assess any Lot owner/resident, their guests and any person(s) authorized by them to be on the Common Area who causes damage(s) to the Common Area in any manner whatsoever, an amount not to exceed \$100.00 for

the out-of-pocket expense to return the damaged property to its original state. Such reimbursements of \$100.00 or less may be levied by the Community Association Manager. For amounts exceeding \$100.00, the out-of-pocket expense for restoration shall be set by a Board motion after a review by the Arbitration Committee, if necessary (see Article XIII COMMITTEES). All such reimbursements assessed, if not paid within thirty (30) days of the final notification letter, shall be incorporated into the maintenance fee assessment and be subject to the same rules for delinquency as currently in force under ARTICLE XI ASSESSMENTS; and

- (e) the right of individual Lot Owners/residents to the exclusive use of two (2) parking places (side-by-side) in front of each Lot as provided in Section 3 of this article; and
- (f) the exclusive use of a portion of the Common Area immediately adjacent to or in front of said Lot as provided in Section 4 of this article.

Section 2. Delegation of Use - Any Lot Owner may delegate his right of enjoyment to the Common Area and recreational facilities to the members of his/her family or his/her tenants who reside on the property. This, in no way, allows the use of these facilities by an off-site Owner at the same time as the tenants.

### Section 3. Parking Rights

- (a) Ownership of each Lot shall entitle the Lot Owner(s) the use of not more than two (2) parking spaces (side-by-side) in front of each town house together with the right of ingress and egress to and upon said parking area; and
- (b) Any resident with more than two (2) automobiles must arrange to park the other vehicles off-site so as not to impede moving traffic on the narrow streets within the Community and interfere with the normal ingress and egress of other residents; and
- (c) Effective with the release of these By-laws, no commercial vehicle shall be allowed to be parked in this Community overnight except the following vehicles: a white van (Faxon Bissett Company) located at 14019 Trouville Drive, a green van (Professional Copier Supplies, Inc.) located at 14021 Trouville Drive, a cream colored van (Gold Cup Coffee Service) located at 14023 Trouville Drive, and a white van (Golden Eagle Security) located at 14078 Trouville Drive; and
- (d) No house or travel trailers (RVs), campers, boat trailers (with or without boats) or any other kind of trailers are permitted to be parked overnight in this Community either temporarily or permanently.

Section 4. Planting in Courtyards and Exclusive Easement Areas - See Article X EXTERIOR MAINTENANCE for details concerning Lot Owner's responsibility regarding planting.

## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. Number and Term of Office - The members shall elect the Board of Directors at the annual membership meeting. The Board shall consist of seven (7) persons, all of whom shall be Members of the Association. All Directors shall serve for a term of one (1) year unless he/she shall resign sooner, or be removed or otherwise be disqualified to serve.

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Section 2. **Nomination** - Nomination for election to the Board of Directors may be made by a nominating committee. Nominations also may be made from the floor at the Association Annual Meeting. Basic parliamentary procedures will prevail.

Section 3. **Election** - Election to the Board of Directors shall be by secret ballot at the Association Annual Meeting. At such an election, the Members or their proxies may cast one vote for each Lot owned with respect to each Board vacancy, in accordance with Article II MEMBERSHIP AND VOTING RIGHTS, Section 2. The persons receiving the greatest number of votes shall be deemed elected for each vacancy. Cumulative voting is not permitted.

Section 4. **Compensation** - No Director may receive compensation for any service that may be rendered to the Association. However, any Director may be reimbursed for any out-of-pocket expense that may be incurred in the performance of duties.

Section 5. **Responsibility** - No person should accept the role of a Director unless he/she is willing to be responsible to the Association, first and foremost, and is willing to abide by the covenants, documents and By-laws of the Association. Board members agree to abide by all Association rules.

Section 6. **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/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 7. **Action Taken Without a Meeting** - The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting provided they obtain prior approval of all the Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document. Additionally, Board members agree to refrain from initiating a community document or from placing his/her signature on such a document regarding any issue without the Board being able to discuss the issue first. After Board discussion on such a document, if a Board member chooses to sign such a document, that would be a Board member's decision to do so.

#### Section 8. **Meetings**

- (a) Regular monthly meetings of the Board shall be held in the Board Room adjacent to the pool area. These meetings are held on the third Thursday following the first Monday of each month at 7:00 p.m. unless that date falls on a legal holiday. A schedule of all Board meetings is posted on the bulletin board outside the pool area. All Members are invited to attend. If a Member wishes to address the Board, he/she may do so under "Resident Discussion" which normally is included at the conclusion of the Board agenda. It must be understood that if Board action is required for any Member's request, such action would be deferred to the following meeting. If, however, a Member wishes to address the Board prior to the meeting, prior arrangements must be made with the President of the Association at least seventy-two (72) hours prior to the scheduled monthly meeting.

- (b) Special meetings of the Board shall be held when called by the President of the Association or by any two members of the Board, after not less than three (3) days prior notice to each Board member.
- (c) A majority of the number of Directors shall constitute a quorum for the transaction of Association business. Since there are seven (7) Board members, four (4) members will constitute a quorum.

#### Section 9. Officers and Their Duties

- (a) The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, who shall be members of the Board, and such other officers that the Board may from time to time create by resolution.
- (b) The officers shall be elected at the first Board meeting of the Board of Directors following each Association Annual Meeting of the members.
- (c) The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall resign sooner, be removed, or otherwise be disqualified to serve.
- (d) 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.
- (e) Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the President or Secretary of the Board. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein. The acceptance of such resignation shall not be necessary to make it effective.
- (f) A vacancy in any office may be filled through appointment by the Board. The person elected by the Board to such vacancy shall serve for the remainder of the term of the Board member replaced.
- (g) The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to section 9, item (d) of this article.

#### Section 10. The Duties of the Officers

- (a) President - The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign checks, certificates of deposit, contracts and promissory notes, if requested.
- (b) Vice-President - The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act; shall co-sign checks and other documents, if requested; and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and Members; keep the corporate seal of the Association and affix it on all documents requiring said seal; serve notice of meetings of the Board and Members; keep appropriate current records showing the members of the Association together with their addresses; shall co-sign checks, if requested; and shall perform such other duties as required by the Board.
- (d) Treasurer - The Treasurer shall oversee the receipts and deposits in appropriate bank accounts and disbursements of all monies of the Association as directed by the

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Board; shall co-sign checks and other documents, if requested, certificates of deposit and promissory notes of the Association; oversee the preparation of monthly financial statements to be presented to the Board; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; shall oversee the preparation of an annual budget to be delivered to the members prior to the Association Annual Meeting; and oversee the preparation of annual financial statements and deliver a copy to the Members.

- (e) The Board may appoint Architectural Review, Nominating, Arbitration, and Social Committees or other Committees as deemed appropriate to carry out its purpose. See Article XIII COMMITTEES for further details.

## ARTICLE V

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and
- (b) Suspend the right to use of the recreational facilities by 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 also may be suspended for a period not to exceed sixty (60) days for an infraction of published rules and regulations after at least a fourteen (14) day prior notice and the opportunity for a hearing; and
- (c) Levy fines or otherwise penalize Members for infractions of the rules. See Article XII FINES for further details; and
- (d) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions in these By-laws, the Articles of Incorporation or the *Declaration of Covenants and Restrictions*; and
- (e) 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 Board meetings; and
- (f) Employ a manager, independent contractors or such other contract employees as they may deem necessary and prescribe their duties.

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

- (a) Cause to be kept the minutes of all meetings of the Members of the Association and of the Board of Directors in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes; and
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed; and
- (c) Fix the amount of the annual assessment against each Lot and send a written notice to each Member at least thirty (30) days in advance of each annual assessment period; and



- (d) Issue, or cause to be issued, an appropriate document which sets forth that an assessment is in arrears and employ an attorney at Lot Owner's expense, when necessary, to collect any outstanding assessments; and
- (e) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring legal action against the Lot Owner personally obligated to pay the same; and
- (f) Procure and maintain adequate liability and hazard insurance on property owned by the Association and Director's liability insurance; and
- (g) Cause all agents or employees having fiscal responsibilities to be bonded or insured as it may deem appropriate; and
- (h) Cause the Common Area to be maintained.

## ARTICLE VI

### MEETING OF MEMBERS

#### Section 1. Association Annual Meeting

- (a) The annual meeting of the Members shall be held in the month of November, at a time, date, and place to be determined by the Board of Directors.
- (b) The Members shall elect seven (7) members to the Board of Directors at this meeting.

Section 2. Special Meetings - Special Meetings of the Members may be called at any time by the Board of Directors or upon written request of at least ten percent (10%) of the Members. Since there are one hundred sixty-eight (168) Lot Owners in the Community, seventeen (17) Members would be required. The business conducted at a Special Meeting is limited to that described in the Notice of Meeting.

Section 3. Notice of Meetings - A written notice of each meeting of the Members shall be provided by the Secretary by mailing a copy of such notice, postage prepaid, at least thirty (30) days prior to such meeting to each Member entitled to vote, addressed to the Member's last address appearing on the books of the Association, or supplied by the Member for such purpose. Such notice shall specify the place, date and time of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Proxies - Each Member may vote in person or by proxy at all meetings of the Members. Pursuant to Florida State Statutes (FS § 617.306(3)), in order for a proxy to be valid, the proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. All proxies shall be filed with the Secretary of the Association. Any proxy may be revoked, at the Member's request, upon appearance of a Member at any meeting.

Section 5. Quorum - A quorum (FS § 617.306(1)(a)) shall represent thirty percent (30%) of the membership or fifty-one (51) members. Therefore, thirty percent (30%) of the votes cast, in person or by proxy, shall constitute a quorum for any action required by the membership. Decisions which require a vote of the Members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained.



## ARTICLE VII

### GENERAL RESTRICTIONS

Section 1. Disclosure Summary - Pursuant to Section § 689.26, Florida State Statutes a prospective parcel Owner in a community must be presented a Disclosure Summary before executing the contract for sale. The Disclosure Summary specifies that the prospect(s) indeed have read the Chardonay documents and By-laws and will abide by them. The Disclosure Summary must be signed and returned to the office of Chardonay at 14025 Trouville Drive, Tampa, Florida 33624 prior to executing any contracts for purchase of any Properties in Chardonay. A similar Disclosure Summary is to be completed for any rental property in Chardonay. Copies of the Disclosure Summaries are included as an attachment at end of this document.

Section 2. Offensive activity - No noxious or offensive activity shall be carried on in any town house nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. There shall not be maintained any plants, animals, devices or things of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. All domestic animals shall either be kept on a leash or kept within the town house. No pets shall have the privilege to roam about the neighborhood or they will be reported and impounded by Hillsborough County Animal Services. Pets may be retrieved from Hillsborough County Animal Services, and any costs associated with such service shall be the responsibility of the owner of the pet.

Section 3. Signs - No commercial signs shall be erected or maintained at any time except for security signs which are approved as long as it does not interfere with maintaining the property. The Association has an approved real estate sign which can be obtained from the CHA Community Association Manager for a \$50.00 deposit and a \$10.00 fee. The deposit will be refunded to the Lot Owner upon return of the sign. The Association has posted signs at the two entrances to Chardonay which read as follows:

*PRIVATE PROPERTY  
NO TRESPASSING*

This applies to all non-residents who have no business in the Community.

*NO SOLICITING*

This applies to door-to-door salesmen as well as door-knob deliveries.

*NO PARKING IN YELLOW AREAS*

These areas are designated as "Emergency/Safety Zones." Also, it is against the law to park in front of fire hydrants.

*SPEED LIMIT*

There is a fifteen (15) mile per hour speed limit to protect pedestrians.

Parking is not permitted on the grass in any area. Lot Owners/renters who do not observe these rules may be subject to a fine by the Association.

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Section 4. **Recreational Vehicles/Outbuildings** - No house or travel trailer (RV), camper, boat and/or trailer, tent, shed or other similar outbuilding or structure shall be placed on the Community property at any time, either temporarily or permanently.

Section 5. **Outside Installations** - No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any town house which interferes with the reception of radio or television signals received by any other town house. No outside antenna or apparatus for radio or television shall be constructed, erected or maintained at any time on or near any Lot. The exception to this restriction is direct broadcast satellite service which is governed by Federal law. All installations must be preapproved by the Architectural Review Committee.

Section 6. **Repair/Service of Vehicles** - No inoperative cars, trucks or other types of vehicles shall be allowed to remain on the property for a period in excess of forty-eight (48) hours. There shall be no major repair or servicing performed on any vehicle in Chardonay.

Section 7. **Storage of Materials** - No lumber, brick, stone, cinder/concrete blocks, screens, paint cans, hazardous materials or any other construction material shall be stored at or near any unit. The only exception to this rule is if the Owner is having some renovation done and such storage is temporary. Children's playthings shall not be left unattended on the Common Areas of the Community.

Section 8. **Commercial Vehicles** - No Commercial Vehicles will be permitted in the Community except those that are servicing the Community during regular business hours. The only exceptions to this rule will be the following: a white van (Faxon Bissett Company) located at 14019 Trouville Drive, a green van (Professional Copier Supplies, Inc.) located at 14021 Trouville Drive, a cream colored van (Gold Cup Coffee Service) located at 14023 Trouville Drive, and a white van (Golden Eagle Security) located at 14078 Trouville Drive. This in no way extends the privilege to a new Lot Owner.

Section 9. **Household Pets** - No pets are permitted to roam in the Community. All pets must be on a leash and accompanied by the Owner/resident when not inside the town house. Above all, pets are not allowed to defecate on any common area without the Lot Owner/renter's use of a pooper-scooper. See Article XII FINES for further information.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. **Enforcement** - The Association shall have the right to enforce, by any legal proceeding or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these By-laws. Failure by the Association to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Members of the Community are encouraged to report any observed violations by calling 961-5099.

Section 2. Severability - Invalidation of any one of these restrictions by judgment or court order shall in no way affect any provisions hereof, which shall remain in full force and effect.

Section 3. Notices - Any notice required to be sent to any Lot Owner under the provisions of these By-Laws shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person(s) who appears as Lot Owner(s) on the records of the Association at the time of such mailing.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, screen enclosure, shed or other structure shall be erected or maintained upon Association property nor shall any exterior addition or change thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location shall have been submitted to and approved in writing by the Association Board of Directors as to harmony of external design and location in relation to surrounding structures and topography. The Architectural Review Committee will review and inspect the property and prepare its written recommendation to be presented to the Board. The Board will provide its written approval or disapproval in a timely manner but no later than 45 days from the date of receipt of the request.

Section 2. In order for the Architectural Review Committee and the Board of Directors to facilitate such requests while maintaining the integrity of the Community, the following parameters for rear patio enclosures/additions are hereby established:

#### (a) General Provisions

1. The patio extension pad must be of concrete, a minimum of four (4) inches thick, with either removal of the original patio slab or over-pour of a minimum of two (2) inches over the existing slab.
2. The screen enclosure (if desired) must be of bronze aluminum with black screen and include a flat solid roof with gutter and down spouts or a screen roof with appropriate down spouts, if required.
3. The maximum width of the slab is the distance between the dividing walls for the center town houses or the distance between the dividing wall and the wooden dividing fence on the end town house or seventeen (17) feet, whichever is less.
4. The maximum length of the slab is the length of the shortest dividing wall between the town houses or sixteen (16) feet, four (4) inches, whichever is less.
5. The maximum height shall be one (1) story with the roof being a minimum of twelve (12) inches below the soffit for town houses without second floor balconies; or a two (2) story, with twelve (12) inch clearance below the roof soffit for town houses with existing second floor balconies.

#### (b) Smaller Town Houses on Notreville Way

1. The patio extension pad and screen enclosure must comply with (a) 1 and 2 above.

2. The maximum width is the distance between the dividing fences for the center town houses, or the distance between the dividing fence and four (4) foot beyond the end of the building for the end town houses, or sixteen (16) feet, whichever is less.
3. The maximum length of the slab is the length of the wooden fence dividing the yard area between the town houses in the building or ten and one-half (10½) feet, whichever is less, for both the center and end town houses.
4. The maximum height shall be one story with the roof being a minimum of twelve (12) inches below the soffit.

(c) Relocation Requirements

1. Relocation of air-conditioning units outside the proposed screen enclosure will be accomplished at the Lot Owner's expense and will be allowed at the Architectural Review Committee's option provided it will not interfere with landscape maintenance.
2. Relocation of sprinkler heads and lines shall be completed by the Association contractor with any associated costs borne by the Lot Owner. This must be coordinated with the Community Association Manager.

(d) Drainage

1. The Lot Owner is responsible for the realignment of all down spouts associated with the installation subject to approval of the Board.
2. Any drainage problems resulting from the installation, shall be repaired by the Association at the expense of the Lot Owner.

(e) Permits and Codes

1. The Lot Owner is solely responsible to ensure that the installation complies with all applicable government codes.
2. The Lot Owner is responsible for obtaining all necessary permits and inspections, and shall provide the Association with copies of same.

(f) Repairs and Maintenance

1. By installing the patio or screen enclosure, the Lot Owner agrees, on behalf of himself/herself, to be fully responsible for all repairs to the screen enclosure, and that any repairs, including but not limited to replacement of torn screen sections, replacement of damaged structural frames or down spouts, shall be made on a timely basis, but in no case longer than thirty (30) days after notification by the Community Association Manager. Subsequent owners also are responsible for abiding by these agreements.
2. Should the Board of Directors be required to effect said repairs, the Association will be obliged to bill the Lot Owner.

(g) Approval Process

1. The Lot Owner must submit a request, including a drawing with plans and specifications, together with a copy of the proposed installation contract to the Board.
2. The Board shall respond, in writing, to the Lot Owner's request through the Community Association Manager after a visual inspection has been made by the Architectural Review Committee. The Board meets on the third Thursday (after the first Monday) each month. Therefore, it is imperative that the request be submitted as early as possible in the month.
3. Any and all agreements between the Board and the current Lot Owner shall be binding upon all future Owners of the Lot for which the approval was

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- granted.
4. The Lot Owner agrees to remit payment to the Association within thirty (30) days of the receipt of a bill for any and all expenses the Association incurred as a result of the installation including, but not limited to, relocation of sprinkler heads or lines, repairs to the structure itself or surrounding landscape. Further, the Lot Owner agrees that any amounts billed remaining unpaid shall become part of the maintenance assessment on the Lot and can be collected in the same manner. See Article XI ASSESSMENTS for further information.
  5. The above are considered general guidelines. The actual size and specifications of each screen enclosure is subject to modification by the Board, in its discretion, to insure harmony with adjacent town houses and the Community as a whole, to insure ease of landscape maintenance, or for any other reason as the Board may deem necessary.

## ARTICLE X

### EXTERIOR MAINTENANCE

Section 1. Lot Owner/Resident Responsibility - Each Lot Owner or resident shall keep the exterior of the town house (both front and rear) in a clean and orderly condition, free of trash, rubbish, and dead plants; keep all doors, windows and screen enclosures in a good state of repair and well maintained; share in the cost of building termite treatment (subterranean and dry-wood). The applicable Lot Owners shall share equally the reasonable costs of common appurtenances. Since the Association has an ongoing contract for painting the buildings, any paint needed for specific repainting (after repairs) will be furnished by the Association.

Section 2. Maintain Courtyards and Exclusive Easement Areas - Since certain trees and plants have the potential of growing to sizes and shapes that can damage the foundation of the town house, party walls, concrete drives and sidewalks, the following guidelines will prevail:

- (a) The Association elects to have its landscape contractor perform normal landscaping and other ground maintenance functions in the courtyards, but only for the type plants installed by the original developer of Chardonay. The Board of Directors, at any time, can revoke its election to maintain the courtyards.
- (b) No Lot Owner/resident shall plant anything in his/her courtyard or exclusive easement area without prior written approval of the Association Board of Directors. In any request from a non-owner resident (renter), the request must include the Owner's signature in order for the Board to act on the request. No real-estate agent's approval will be acceptable for this purpose. The Board can revoke its approval at any time, in which event the Lot Owner/resident shall remove the items planted and shall restore the area to the condition in which it existed before the items were planted.
- (c) No Lot Owner/resident shall install or have installed any plant/tree in any Common Area. Such installation will result in the removal of said plant/tree at the Lot Owner's expense.
- (d) Each Lot Owner shall pay for the acquisition and installation of any approved plant or tree planted by that Lot Owner. Each Lot Owner shall pay for the maintenance of

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any approved plant or tree planted by the Lot Owner, or by the previous Lot Owner(s), except those plants and trees that the Association has elected to maintain.

- (e) No Lot Owner/resident shall do anything within his/her courtyard or Exclusive Easement area that would adversely affect the safety, soundness, and/or architectural integrity of the buildings, driveways, walkways or Common Areas of the Community.
- (f) The Association has developed a list of the types of plants and trees that have been approved for use in the courtyards and Exclusive Easement areas. The list of plants and trees is available from the CHA Community Association Manager.

Section 3. Party Walls/Fences - The cost of repair and maintenance (except painting which is included with the painting of the buildings) of a party wall/fence shall be shared equally by the Lot Owners involved. Privacy fences that are located outside of the end town houses of buildings which separate the Exclusive Easement area from the Common Area are the responsibility of the Lot Owner; however, fences between buildings shall be treated as a party fence and the first sentence in this section shall prevail.

## ARTICLE XI

### ASSESSMENTS

Section 1. The assessments levied by the Association (Board of Directors) shall be used exclusively for the recreation, health, safety and welfare of all residents in the Community and for the maintenance and improvement of the Common Area as well as for such purposes as are permissible activities of the Association and undertaken by it.

Section 2. Each Lot Owner, for each Lot owned within the Association boundaries, is obligated to pay annual Association and special assessments.

Section 3. Both annual and special assessments shall be made at a fixed uniform rate for all town houses.

Section 4. The Board establishes annual assessments for each town house based on future requirements of the Association. However, at the discretion of the Board, Lot Owners are granted the privilege of paying annual assessments in twelve equal installments, each due and payable on the first day of each month. Monthly installments are considered late if not paid by the twentieth (20th) day of each month. If a Lot Owner fails to pay a monthly installment by the thirtieth day of the month it is due, the Lot Owner will be in default. The Lot Owner then will be subject to the following collection procedures:

- (a) The Association will send a letter (the initial delinquency letter) to the Lot Owner requesting immediate payment.
- (b) If the Lot Owner fails to pay the entire amount set forth in the initial delinquency letter, within ten (10) days of the date of the delinquency letter, then the Board may direct the Association's attorney to send a demand letter (the attorney's initial letter) to the Lot Owner which demands immediate payment of all sums due, plus interest, and an attorney's fee.



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- (c) If the Lot Owner fails to pay the entire sum set forth in the attorney's initial letter within ten (10) days of the date of such letter, the Association may declare the entire remaining annual assessment to be due and payable immediately, and the Association may file a claim of lien against the Lot Owner's property for the entire annual assessment. This will include the lien filing and release fee, an attorney's fee, and other allowable costs. The Association's attorney will send the Lot Owner a letter (the claim notification letter) notifying the Lot Owner of the filing of the Claim of Lien.
  - (d) If the Lot Owner fails to pay the amounts set forth in the Claim of Lien within thirty (30) days of the claim notification letter, the Association may commence foreclosure procedures against the Lot Owner's property.
  - (e) If the Association has filed a previous Claim of Lien against a Lot Owner's property, the Association need not give the Lot Owner the notices described in paragraphs (a) and (b) above.
  - (f) The Board, in its discretion, may revoke the privilege of paying the annual assessment in monthly installments for any Lot, at any time.

## ARTICLE XII

### FINES

In accordance with the State of Florida Statutes (FS § 617.305), this Association may levy fines or otherwise penalize Members. No fine shall be imposed or levied until after the Member has been duly notified and has been afforded an opportunity to be heard on the matter. This article shall not apply to late payment of assessments. See Article XI ASSESSMENTS. The following infractions to rules and regulations shall bear a suspension or fine:

Section 1. **Suspension of the Right to Use the Pool/Spa Facilities** - The Association has the right to suspend the right to use the pool/spa facilities for a period not to exceed sixty (60) days for any single infraction of its published/posted rules and regulations.

- (a) The first step is a written warning
- (b) A recurrence results in a thirty (30) day suspension.
- (c) Repeated infractions may result in repeated 60 day suspensions.

Section 2. **Unauthorized Parking in Driveways** - Each Lot is allowed two parking places. If a Lot Owner requires more than two parking places, other arrangements must be made prior to moving into Chardonnay. No one may use another Lot Owner's parking facilities. This type of violation could be subject to a fine by the Association.

Section 3. **Illegal Parking on the Streets** - Anyone parking in yellow-marked zones or on the grass could be subject to a fine by the Association. It is unlawful to park in front of fire hydrants. This type of violation could result in being ticketed by the Sheriff's Office.

Section 4. **All other items listed in Article VII GENERAL RESTRICTIONS** - The deed restriction violations described herein (e.g., offensive activity, signs, recreational vehicles/outbuildings, repairing/servicing vehicles, storage of materials, Commercial Vehicles, and household pets) will be treated as follows:



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- (a) The initial warning will be in writing.
  - (b) The second violation letter will include a fine of \$25.00 after being provided at least fourteen (14) days prior notice and an opportunity to have a hearing with a Committee of impartial Lot Owners.
  - (c) The third violation will be a fine of \$50.00 after being provided with at least fourteen (14) days prior notice and an opportunity for a hearing.
  - (d) If the fines are not paid in a timely manner indicated in the violation letter, it will be transferred to the assessment account of the Lot Owner and treated the same as assessments. All funds paid by a Lot Owner to the Association shall be applied first to unpaid fines. See Article XI ASSESSMENTS for further information.

## ARTICLE XIII

### COMMITTEES

The Board may have as many committees as is deemed necessary to carry on the business of the Association. Each committee shall consist of an odd number of Members, appointed by the Board, with a minimum of three (3) Lot Owners on each committee who currently are not serving on the Board. The following list represents the current committee structure of the Association:

1. **Agriculture** - This committee will inspect the Community with the intent of beautification and will make recommendations to the Board.
2. **Arbitration** - This committee will arbitrate any and all violations where the Lot Owner feels that he/she is being reprimanded unduly. It should be understood that this committee will be guided by state and local statutes, ordinances, and regulations; the Declaration; and these By-laws. In all cases the Arbitration Committee decision will be binding. The Arbitration Committee may impose fines, not exceeding \$50.00, against any Member or any tenant, guest, or invitee, and it may suspend use privileges of a Member or any tenant, guest, or invitee, consistent with these By-laws. The Arbitration Committee shall be composed of at least three (3) Members, appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Arbitration Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
3. **Architectural Review** - This committee will review all requests for exterior architectural changes including, but not limited to, patios, screen enclosures, and fences. The Architectural Review Committee recommendation will be made to the Board which then has the final decision on these matters.
4. **Executive** - This committee, composed of the President, Vice-President, Secretary and Treasurer, shall review all sensitive matters such as new contracts, quality of work performed by contractors, especially the Community Association Manager, and make recommendations to the Board.
5. **Newsletter** - This committee will collect and compile worthy items of interest for the Community newsletter "Chardonnay Chatter" which is published on a quarterly basis. The

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newsletter shall be reviewed by the Board prior to publication.

6.     **Nominating** - This committee will seek and accept nominations from Lot Owners to serve on the Board. The chairperson will be responsible for the Nominations portion of the Association Annual Meeting as well. See Article IV BOARD OF DIRECTORS and Article V POWERS AND DUTIES OF BOARD OF DIRECTORS for further details.

7.     **Social** - This committee may not be limited to three (3) Members simply because of the nature of the activities. They will be responsible for all Association social functions that could be held including the annual meeting. The chairperson must present plans to the Board for final approval.

Pursuant to FS § 617.303(2), all meetings, both Board and committee meetings, are open to the membership. All recommendations must come before the Board for final approval and action. The only exception to this is the Arbitration Committee which makes final decisions and does not need Board action.

ARTICLE XIV

CORPORATE SEAL

The Association does have a Corporate Seal in circular form having within its circumference the words: CHARDONNAY HOMEOWNER'S ASSOCIATION, INC., Corporate Seal 1984 Florida.

ARTICLE XV

AMENDMENTS

Section 1.    These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2.    In the case of any conflict between these By-laws, the Articles of Incorporation, Declaration of Covenants and Restrictions and the Florida State Statutes, the following order of precedence shall prevail:

- (a)    Florida State Statutes
- (b)    Carrollwood Village Phase III, Village XVI *Declaration of Covenants and Restrictions*
- (c)    Articles of Incorporation of Chardonnay Homeowner's Association, Inc., A Non-Profit Corporation
- (d)    By-laws of Chardonnay Homeowner's Association, Inc. (A Deed Restricted Community)

CERTIFICATION

I, Linda L. Cantor, do hereby certify:

That I am the duly elected secretary of the Chardonnay Homeowner's Association, Inc., a Florida not-for-profit corporation, and

That the By-laws attached to this Certification constitute a complete restatement of the By-laws of Chardonnay Homeowner's Association, Inc.

These restated bylaws were duly adopted at a regular or special meeting of the members, at which a quorum was present, by a vote of the majority of the members present in person or by proxy, held on the 21st day of November 1996.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Association this 21 day of January, 1998.

**RICHARD AKE**  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Linda L. Cantor  
Linda L. Cantor  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21 day of January 1998 by Linda L. Cantor, as Secretary of Chardonnay Homeowner's Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Lisa K. Ryder  
Notary Public - State of Florida

Lisa K. Ryder  
(Printed or Typed Name of Notary)

Personally Known \_\_\_\_\_

OR

Produced Identification ✓

My Commission Expires: July 15, 2001

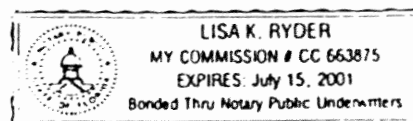
My Commission Number is: CC 663875

Type of Identification Produced:

FL Notary License

Prepared by and Return to:

✓ Thomas H. Rydberg, Esq.  
610 W. Azeele Street  
Tampa, Florida 33606



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Chardonnay Homeowner's Association, Inc.  
14025 Trouville Drive  
Tampa, FL 33624

Disclosure Summary  
for  
Prospective Parcel Owners

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1. As a purchaser of property in the Chardonnay Community, I am obligated to be a member of the Chardonnay Homeowner's Association (CHA) in addition to the Carrollwood Village Phase III.

2. There have been and will continue to be recorded covenants and deed restrictions governing the use of occupancy of property in the Chardonnay Community with which I am responsible to comply.

3. I am obligated to pay assessments to the Associations (Chardonnay Homeowner's Association and the Carrollwood Village Phase III). I understand that these assessments are subject to periodic change.

4. I understand that my failure to pay the above-mentioned assessments could result in a lien on my property.

5. I am not obligated to pay rent or land use fees for recreational or other common-use facilities as an obligation of membership in the Chardonnay Homeowner's Association.

6. I understand that the recorded covenants and deed restrictions can be amended without the approval of the Chardonnay Homeowner's Association membership.

7. I understand that I may be levied fines for failure to comply with CHA-established rules, restrictions, covenants, may be charged assessments for damage to CHA community property, and/or may have my pool card revoked for failure to comply with pool/spa rules.

8. I understand that the statements contained within this Disclosure Summary are only summary in nature, and, as a prospective property purchaser, I am responsible for referring to and reviewing all Chardonnay Homeowner's Association governing documents as well as the Carrollwood Village Phase III *Declaration of Covenants and Restrictions*.

9. Further, by signing this Disclosure Summary, I acknowledge that I have read the Chardonnay Homeowner's Association Articles of Incorporation and By-laws and the Carrollwood Village Phase III *Declaration of Covenants and Restrictions*.

Signature: \_\_\_\_\_ Purchaser(s): \_\_\_\_\_

Chardonay Homeowner's Association, Inc.  
14025 Trouville Drive  
Tampa, FL 33624

Disclosure Summary  
for  
Prospective Property Renters

There have been and will continue to be recorded covenants and deed restrictions governing the use of occupancy of property in the Chardonay Community with which I am responsible to comply.

I am not obligated to pay rent or land use fees for recreational or other common-use facilities in the Chardonay Community.

I understand that the recorded covenants and deed restrictions can be amended without the approval of the Chardonay Homeowner's Association (CHA) membership.

I understand that I may be levied fines for failure to comply with CHA-established rules, restrictions, covenants, may be charged assessments for damage to CHA community property, and/or may have my pool card revoked for failure to comply with pool/spa rules.

I understand that the statements contained within this Disclosure Summary are only summary in nature, and, as a prospective property renter, I am responsible for referring to and reviewing all Chardonay Homeowner's Association governing documents as well as the Carrollwood Village Phase III Declaration of Covenants and Restrictions.

Further, by signing this Disclosure Summary, I acknowledge that I have read the Chardonay Homeowner's Association Articles of Incorporation and By-laws and the Carrollwood Village Phase III *Declaration of Covenants and Restrictions*.

Renter(s):

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