

DECLARATIONS

Avion Palms Homeowners Association (APHA), Inc

Revised per APHA Annual Corporate Meeting

Revision History

Declaration / Section	Page	Description of Revision	Submitted by
All	All	Updated to include 25 January 2014 Corporate Meeting.	APHA
III, 3.2 (c) (3)	6	Added wording for items in storage requiring legal registration – “if or when on a state highway” shall be current.	Bruce Wells, Lot 83
IV, 4.1 (e)	8	Changed hours for temporary drying devices from “8 AM to Noon” to “8 AM to 4 PM.” Added sentence specifying where temporary drying devices can be placed on owners’ lots.	Linda Gilbert, Lot 194
IX, 9.4 Capital Improvements	16	Increase Board of Directors spending from \$500 to \$1000	Board of Directors
All	All	Updated to include 31 January 2015 Corporate Meeting.	APHA
III, 3.1 (b)	5	Removed the word “attached” in front of room in the first sentence.	Linda Gilbert, Lot 194
III, 3.2 (c) (3)	6	Removed requirement to have current license plates on storage items.	Judy Benedict, Lot 94
All	All	Updated to include 30 January 2016 Corporate Meeting.	APHA
I, (19)	3	Added definition of “Nuisance”.	Jackie Burton, Lot 81
IV, 4.1 (b) (1)	7	Added a requirement that when a room is added to a recreation unit, the unit must be reclassified as residential and approved skirting must be attached	Board of Directors
IV, 4.1 (b) (2)	8	Moved a rule from Rules & Regulations regarding room additions, windows and security bars.	Linda Gilbert, Lot 194
IV, 4.1 (i)	9	Added an amendment specifying service and therapy animals be under the handler’s control.	Jackie Burton, Lot 81
XII, 12.2	20	Modified the sentence to clarify the appropriate time of submission for proposed amendments.	Board of Directors
All	All	Updated to include 26 January 2018 Corporate Meeting	APHA
8.1 Owners are Members	15	Amended to allow a paid employee to become a Lot owner and continue as paid until the end of the season or a replacement is found, whichever comes earlier.	Board of Directors
All	All	Updated to include 30 January 2019 Corporate Meeting	APHA
I. Definitions	1-3	Added “Capital improvement” and “Tiny homes”	BOD
III. 3.1 (b)	5	Remove additions when main residential/recreational unit is removed.	BOD
IV. 4.1. (a) (4)	6	Changed statement to reflect proper clearance from the left side rather than the right side.	Dick Sherwood, Lot 175
IV. 4.1. (b) (1)	7	Added statement to restrict cement pouring around corporate trees and lampposts.	BOD
IV. 4.1. (b) (4)	7	Don’t allow Tiny Homes in the park.	BOD
IV. 4.1. (g) (2)	8	Clarified placement and size of “For Sale” signs	BOD
IV. 4.1. (l)	9	Added statement regarding personal signs	BOD
IV. 4.1. (y) (3)	11	Added statement that an owner cannot rent out more than 2 units	BOD
IX. 9.4 (a) & (b)	15	Increased capital expense from \$1,000.00 to \$1,500.00 and the annual proposed budget can include proposed capital expenses.	BOD
All	All	Updated to include 29 January 2020 Corporate Meeting	APHA
II. 2.1	5	MRTA(Marketable Record Title Act)	Jackie Burton, Lot 81

Declaration / Section	Page	Description of Revision	Submitted by
III. 3.2 (c)(6)	5	Maintenance & Inspection of storage area	BOD
III. 3.2(c)(1)	5	Restrictions on items parked in storage area	BOD
IV. 4.1 (a)(5)	6	Concrete limited to 4' from lot line on left & 2' on right	Barbara Sherwood, Lot 156
IV. 4.1 (g)(1)	8	House number signs	Jackie Burton, Lot 81
IV. 4.1 (k)	8	Propane fire pits & table fire pits	Bob Kroondyk, Lot 172
VII. 7.1and 7.2	12	Change committee assignment verbage from “shall” to “may”	BOD
IX. 9.6	15	Fining committee adjudicates violations	BOD
ALL	ALL	Updated to include 27 January 2021 Corporate Meeting	APHA
I.Definitions	2	“Adult Community”	Linda Gilbert Lot 115
IV. 4.1(i)	9	Service and Therapy Animals updated statute	Linda Gilbert Lot 115
XII. 12.2	19	Declarations Amendment Deadline	Jackie Burton Lot 81
All	All	Updated to include 02 February 2022 Corporate Meeting	APHA
IV. 4.3	12	Clarified time visitors can stay	Rhea Hacker Lot 68
All	All	Updated to include 29 January 2024 Corporate Meeting	APHA
IV. 4.1 (b) (1.a)	7	Whole house generators	Board of Directors
IV. 4.1 (d)	8	Waste Disposal – Amended to remove appropriate container and include dictated by City of Bowling Green requirements	Linda Gilbert Lot 115
IV. 4.1 (h)	9	Animals - Amended to remove exempt status for Lot Owners of record on January 20, 2001and add proof of vaccination requirement	Linda Gilbert Lot 115
IV. 4.1 (m)	10	Removal of Trees - Amended to clarify owner or Association responsibility with regard to removal of trees	Board of Directors
VII. 7.2	14	Appointments - Amended term dates for Committee appointees	Jackie Burton Lot 81
IX. 9.3	16	Annual Assessments - Amended reserve fund amounts	Board of Directors

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DECLARATION OF RESTRICTIONS, COVENANTS, ETC.

AVION PALMS HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS, EQUITABLE SERVITUDE, CHARGES, ASSESSMENTS AND LIENS, adopted on the 30th day of January 2010 by AVION PALMS HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation, herein referred to as the "Declarant".

WITNESSETH

Whereas, **Avion Palms Homeowner's Association, Inc.**, a Florida Corporation, is incorporated to provide for the maintenance of the common areas, the enforcement of the association's rules and regulations and the declaration of restrictions and covenants, and such other lawful purposes, and,

Whereas, Avion Palms Homeowner's Association, Inc., is owner of certain real property located in the city of Bowling Green, Hardee County, Florida, known as "**Avion Palms Community**," herein referred to as the "Community," described on the subdivision maps, herein referred to as the "Plats" as recorded by Noiva Associates, Inc., in the Office of the Recorder of Deeds in and for Hardee County, Florida, in Deed Book 328, pages 662 and 663, and,

Whereas, Avion Palms Homeowner's Association, Inc., desires to impose mutual and beneficial restrictions, covenants, easements, equitable servitudes, charges, assessments and liens under a general plan for the mutual benefit of all lots therein and for the Owners thereof, present and future, and,

whereas, Noiva Associates, Inc., has transferred title for the real property described above and other property which it owned at the time of such transfer of title, to Avion Palms Homeowner's Association, Inc.

NOW, THEREFORE, AVION PALMS HOMEOWNER'S ASSOCIATION, INC., declares the provisions of this Declaration are intended to create mutual equitable servitude upon each of the Lots in favor of all such Lots, with each Owner covenanting and agreeing with each and every other Owner and with Declarant, and for their mutual benefit, that the Owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each and every other Owner; to grant each and every Owner the right to enforce, in law or equity, the performance hereof by each and every other Owner; and to operate as covenants running with the land for the benefit of each and every Lot in the Community and their respective Owners present and future.

I. DEFINITIONS

The following terms and phrases as used in this Declaration shall be defined as follows, unless the context clearly indicates otherwise:

- (1) "**Adult Community**" means at least one resident per lot shall be at least fifty-five (55) years of age. The Association may require such documentation as reasonably necessary to verify this age requirement. In the event that the occupant is not aged fifty-five or older, the Association may obtain injunctive relief to remove the individual from the lot. Sole exception to this paragraph is provided for widows or widowers whose occupancy of the lot pre-dated the Lot's violation of this section. The Association shall continue to operate under 24 CFR Section 100.305, 100.306 and 100.307 as amended.
- (2) "**Assessment**" means a sum or sums of money payable to the Association as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel.
- (3) "**Association**" means Avion Palms Homeowner's Association, Inc., a Florida corporation, its successors and assigns.
- (4) "**Board**" means the Board of Directors of Avion Palms Homeowner's Association, Inc., elected pursuant to provisions hereof and the By-Laws.
- (5) "**Business**" means to provide a service to an individual or group from outside of our community.
- (6) "**By-Laws**" means the By-Laws of the Association.
- (7) "**Capital improvement**" means: Any addition or alteration to the property that adds value, restores or prolongs the useful life of the Association property and is a permanent part of the Association property.
- (8) "**Committee**" means a group of Lot Owners, not less than two (2) appointed by the Board of Directors to perform specific assignments pertinent to Community operations, maintenance, management, beautification, security, finance grievances, promotion or any other functions as may be determined by the Board of Directors.
- (9) "**Common Area**" means any and all real property designated as such on a Plat and all real property acquired by the Association, in each instance, with all improvements which may be at any time constructed hereon, including, but not limited to Roads, Utility Facilities, recreational and community facilities, and all other areas within the property boundaries except Lots.
- (10) "**Community**" means that real property owned by the Association or individual members as shown on the Plats.
- (11) "**Declarant**" means Avion Palms Homeowner's Association, Inc., a Florida Corporation, its successors and assigns.
- (12) "**Declaration**" means this Declaration of Restrictions, Covenants, Easements, Equitable Servitude, Charges, Assessments and Liens of Avion Palms Homeowner's Association, Inc. as recorded and as amended, modified or supplemented from time to time. The original Declaration dated was recorded at Official Records Instrument # 9101741 of the Public Records of Hardee County, Florida, Book # 406, Page 358, on March 22, 1991.
- (13) "**Email**" means communication by the World Wide Web, using the Internet.

- (14) **“Guest”** means any person (other than the Owner and Family) who is physically present in, or occupies a Lot on a temporary basis at the invitation of the Owner or other permitted Occupant, without the payment of consideration and remains on that lot after 10:00 p.m.
- (15) **"Household"** means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of no more than three (3) adult persons, not so related, who in each instance, regularly and customarily reside together in the same house or home as a principal residence.
- (16) **"Immediate Family"** means Lot Owner of record, and/or spouse, and their progeny, both by blood and by legal adoption.
- (17) **"Improvement"** means any building, or structure, including but not limited to storage units, carports, RV ports, streets, roads, driveways, parking areas, fences, retaining or other walls, piers, patios, hedges, landscaping, poles, antennae and any other structure, alterations to, or decoration of, real property of any kind.
- (18) **“Invitees”** means any person (other than the Owner and Family) who is physically present in, or occupies a Lot on a temporary basis at the invitation of the Owner or other permitted Occupant, without the payment of consideration.
- (19) **"Lot"** means any numbered, named or lettered tract of real property with such boundaries as are shown on a Plat.
- (20) **“Nuisance”** shall be defined to include, but not limited to, sounds which disturb the peaceful use and occupancy of owners within the association in the form of music, human speech, electronic devices and animal noises. Nuisance shall further be defined to include the keeping of pets and not promptly picking up their waste, permitting them to be aggressive, or attempt to bite owners, guests, or other animals or are permitted to be off leash within the community. Smoking in common areas is hereby deemed a nuisance.
- (21) **"Owner"** means the Owner of record, whether one or more persons, who hold fee simple title with a signed, witnessed and notarized deed to any Lot which is a part of the Community, including contract sellers, excluding those having such interest merely as security of the performance of the obligation.
- (22) **"Plats"** means all of the final subdivision maps of the Community as recorded by Noiva Associates, Inc., or by the Declarant, from time to time, including any additions or revisions thereto, in the office for the recording of deeds in Hardee County, Florida.
- (23) **"Properties"** means and refers to that certain real property, located in Bowling Green, Hardee County, Florida, described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (24) **"Recreation Unit"** means a fully self-contained vehicle type unit, or park trailer, initially designed and factory manufactured for recreational use.
- (25) **"Reserved Area"** means any and all of the area properly designated as such on a Plat, ownership of which may be retained by Declarant and which may be put to such uses as Declarant shall determine, including, but not restricted to, future subdivision or associated commercial enterprises of any type or kind whatsoever.
- (26) **“Residential Unit”** means a single-story Park model or trailer that is anchored with required skirting attached to the unit and the ground.
- (27) **"Road"** means any and all of the real property designated on a Plat, as a right of way for road

purposes including any improvements thereto.

- (28) **"Subcommittee"** means a group of members appointed by a committee chairman and assigned the responsibility to perform services for the committee within the Committee's area of authority.
- (29) **"Tiny homes"** mean: A unit of four hundred (400) square feet or less which is not classified as a Recreational Vehicle, Park Trailer or Park Model.
- (30) **"Utility Facilities"** means all real property, fixtures and facilities acquired or constructed by Declarant and used or useful in connection with providing water supply service, sanitary sewage disposal service, telephone and electric service to Lots, or providing such other services (including cable television service) as shall be determined by the Declarant.
- (31) **"Vehicle"** means any car, truck, SUV, van, conversion van, and/or Class "B" motor home, if such vehicle is used regularly as transportation.
- (32) **"Visitor"** means the term "Visitor" shall have the same meaning as the term "Guest" for the purposes of this Declaration.

II. TERM

2.1 Term of Declaration

The provisions of this Declaration shall run with the land, shall exist and shall be binding upon all parties claiming any interest in the Community. Upon desiring to preserve covenants from potential termination after 30 years by operation of chapter 712 Florida Statutes the Association may record in the official records of Hardee County a notice in the form provided by Florida Statute Section 720.3032, as amended from time to time. The initial preservation, having occurred, has been recorded of record in Hardee County on March 2, 2017. The board is required to annually consider the desirability of preserving the Covenants at the first Board meeting, excluding the organizational meeting, following the annual meeting of the members. The minutes of those meetings should reflect a discussion of the relevant dates and events relating to MRTA(Marketable Record title Act)..

III. LAND USES

3.1 Lots

- (a) Lots shall be used only for the placement of recreation or residential units.
- (b) Community Lots may include Improvements, herein defined to include but not limited to, awnings, a room or screen room, paved driveway, paved unit pad, paved patio, and any other approved amenities, installed at the expense of the Lot Owner, such as a standard six-foot by 8-foot storage unit with pad and patio light, provided that any options approved by the Declarant shall conform to the provisions of the Declaration, By-Laws and City of Bowling Green, Florida Accessory Structure Code 2.03.00, all of which is amended from time to time. Any improvement or alteration to the lot or structures thereon must be submitted in writing along with plans, diagrams, and descriptions of the proposed Improvement to the Rules and Regulations Committee and subsequently approved/disapproved in writing by the Board of Directors within thirty (30) days of submission. RV ports and freestanding carports are specifically prohibited. If a residential/recreational unit is removed, any addition to the original residential/recreational unit must be removed if another residential/recreational unit is not placed on the lot within 30 days.

3.2 Common Areas

- (a) Roads: All real property in the Community designated as Roads on the Plats are and shall remain private property, and Declarant's recording of the Plats shall not be construed as dedication of the Roads to public use. The Roads shall be constructed by Declarant. All Owners shall have use and enjoyment of the Roads subject to the provisions hereof and to reasonable rules and regulations from time to time adopted by the Declarant. Maintenance of the Roads shall be the responsibility of the Declarant.
- (b) All other Common Areas are and shall remain private property and Declarant's recording of the Plats shall not be construed as dedication of any such Common Areas to public use. The use and enjoyment of Common Areas and improvements thereon shall be subject to provisions hereof and to the rules and regulations from time to time adopted by the Declarant. Operations and maintenance of Common Areas and any improvements thereon, including repair to any such improvements, shall be the responsibility of Declarant.

(c) **Storage Area Usage:**

- (1) Truck campers, when removed from the truck bed, boats, boat trailers, utility trailers and car dollies are required to be parked in the storage area. Note: This excludes utility trailers and equipment owned by the Association. It also does not pertain to the temporary (within 24 hours) unloading and loading of trailers/dollies when leaving or arriving at the park. Lot owners, renters and guests may store equipment at their own risk. The Board of Directors must approve miscellaneous loose items such as tires, motor blocks, and engines; scrap, etc. **LIMIT ONE ITEM PER LOT.**
- (2) Items will be grouped according to type in specific areas in order to utilize space effectively.
- (3) Users of the storage area shall provide the Office with a listing of their name, lot number; item stored and projected date of removal. All items must display a number provided by the office of Avion Palms.
- (4) Renters and guests must remove all items on their departure.
- (5) Items unclaimed for a period of one year will be considered abandoned. At that time a notice will be placed in the local newspapers and all registered lot owners will receive a written notice. There will be a 30-day waiting period after notification. If the item(s) are still unclaimed, the item(s) then becomes the property of Avion Palms Homeowners Association.
- (6) Items in the storage area shall be properly maintained so as not become unsightly and possibly a health hazard to the community. All items must be cleaned and not become overgrown with dirt and mold. The Rules & Regulations Committee will periodically inspect the area to ensure compliance.

3.3 Reserved Area

- (a) All real property in the Development designated as Reserved Areas on the Plats are and shall remain private property and Declarant's recordation of the Plats shall not be construed as dedication to public use. Use of any reserved area shall be determined solely by the Declarant. Maintenance of Reserved areas and repair of any improvements thereon shall be the obligation and responsibility of Declarant.
- (b) Declarant may use all or any portion of the Reserved Areas for such purposes as shall be determined by Declarant, including any commercial purposes, which have been approved by majority vote of the membership, that it deems to be appropriate accessory uses for the Development; or for subdivision of additional Lots, in which event such real property shall be governed by the provisions hereof applicable to Lots.

IV. LOT USE RESTRICTIONS

4.1 Lot Restrictions

The following shall be applicable to all Lots within the Community and all Lot Owners, and each Owner covenants to observe and perform the same:

(a) **Setback Requirements:** Any Unit placed upon a Lot shall be placed according to the requirements of the City of Bowling Green, Florida to be as follows

- (1) At least twenty (20) feet from the street to the front center of the unit except on those certain Lots where radius of road curve mandates a smaller dimension.
- (2) At least five feet from the rear Lot line.
- (3) At least four feet from the utility side Lot line.
- (4) At least six (6) feet from left side Lot Line.
- (5) A minimum of 10 feet between units or structures except the storage shed. Concrete is limited to a maximum of 4 feet from the lot line on the left/patio side, and 2 feet from the lot line on the right/utility side to allow 6 feet of grass and/or garden between units.
- (6) Slide outs, tip outs and bay windows of units that are anchored must be skirted. The skirting must attach to the unit and the ground. Stabilized recreation units are excluded.

(b) **Improvements:**

- (1) All structures, park models, park trailers, and/or additions thereto (including awnings) and placement of the unit must be approved by the Board of Directors of Avion Palms Homeowner's Association and if required by the City of Bowling Green and/or Hardee County, Florida. All Recreation Units that are enclosed with approved additional room(s) and/or screen enclosures to their units must be reclassified as Residential Units with skirting attached to the unit and the ground. Central, whole house, air conditioners consisting of 1 ½ ton or more, shall be placed at the rear of the unit and in compliance with setback requirement of Article 4.1(a). There shall be no concrete within twenty-four inches (24") of a common element tree or within twelve inches (12") of a common element lamppost.

- a) Whole house generators which utilize propane tanks, flex fuel, or battery banks may be installed and must comply with our setbacks, Federal, State, local ordinances and regulations. The board of directors shall be notified in advance of the placement and installation and shall approve the same, in writing upon the Owner's meeting of the aforementioned legalities.

- (2) Additions/Windows
 - a. No additions or portions of additions may surpass the face of the Residential Unit closest to the main access roadway. Any additions to existing Residential Units must include windows. Additions must provide for windows over no less than twenty percent (20%) of the walls of the addition, or to such a greater percentage as provided by law.
 - b. No security bars will be permitted to be installed on exterior windows or exterior doors of park models, park trailers, recreational vehicles, additions or Residential Units
- (3) Park trailers and park models over seven (7) years old must be inspected by the Rules and Regulations Enforcement Committee before being brought into the park. Those requests approved by the Committee will be forwarded by the Board of Directors for approval.
- (4) Mobile homes, Modular homes, two-story residential units, pop-up trailers, Tiny Homes, and tents are specifically prohibited.
- (c) **Maintenance of Lots:** All lots whether occupied or unoccupied and any improvements or Units placed thereon shall at all times be maintained by the Owner, in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health or safety. This maintenance shall not include basic lawn mowing, said mowing being a responsibility of the declarant, when the lot is unoccupied, and April 30 through October 1. If not so maintained by the Owner, the Board shall notify the owner of an unoccupied lot/unit in writing and give the owner 20 days, from receipt of the notice, to correct the problem. After the expiration of the 20-day period, the Board shall then have the right, through its agents and employees, to provide such maintenance or take other corrective action, which it deems necessary. The cost shall be payable by the Owner of such Lot immediately, and if not paid, shall be added, together with interest, at the highest rate allowed by law, and added to the next annual assessment applicable to such Lot as provided in Part IX hereof. Neither the Board nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work or other corrective action.
- (d) **Waste Disposal:** No Owner or occupant of any Lot shall permit or allow the dumping or placement of any sanitary sewage or other waste anywhere upon any Lot or elsewhere within the Community except in places designated therefore. All Recreational Vehicles on Lots shall have their sanitary drains connected with rubber donut or other appropriate seal to the sanitary drain line of the central sewage disposal system. Permanently sited Units shall be "hard" plumbed to the sanitary sewer system. All garbage or trash shall be kept in an appropriate container designed for that purpose until such time it is deposited at a designated location and dictated by the City of Bowling Green requirements, as amended from time to time, for pick up by a sanitary service.
- (e) **Fences, Clotheslines, Walls and Hedges:** Are not permitted on any Lot. Drying of laundry shall be permitted in designated locations only. However, temporary clothes drying devices are allowed for the drying of incidental items between the hours of 8 AM and 4 PM. Thereafter the devices must be retracted or removed. All drying devices shall be placed on

the rear portion of the lot as defined as that portion of the lot furthest away from the Association Roadway. For corner lots, the rear portion is defined as that portion of the lot furthest away from the Association Roadway running East and West.

- (f) **Nuisances:** No noxious or offensive activities shall be permitted within the Community.
- (g) **Signs:** No person except Declarant shall erect or maintain any sign or advertisement in the Community except:
 - (1) **Name signs** Lot number signs, and house number signs, must conform to the standards as set by the "Declarant". The office has the forms to order the accepted signs, for name signs, lot number signs, and house number signs. All lots will display these signs, on the lamppost with the name of the owner/renter. A renter can have a name sign on the lamppost, with permission from the owner in the office.
 - (2) **For Sale signs** shall not exceed 12" X 14". For Sale signs may be placed inside the Unit in the window, door, on the unit or on the shed. A maximum of one For Sale sign may be displayed contemporaneously on any lot.
- (h) **Animals:** No animals shall be kept or maintained on any Lot except the usual household pets, such as a dog or cat. No pets in excess of 30 pounds at maturity nor pets considered vicious shall be allowed in the community. Dog and cat pets shall be on a secure, sturdy and safe leash, such as a chain or leather leash, not to exceed ten (10) feet in length, when outside their owner's unit. Pets shall be kept confined and quiet so as not to become a nuisance. No doghouses, pens or other structures intended to house pets shall be permitted on any Lot. All pets must be inoculated and registered in accordance with city, county, and state law and Community Rules and Regulations and a copy of vaccinations filed in the office with the weight of the dog included. No Commercial breeding of pets or animals shall be permitted within the Community. Each pet owner, whether Lot Owner or visitor, shall be legally responsible for any damage and/or injury caused by his/her pet or pets.
- (i) **Service, Therapy and Emotional Support Animals:** Service, Therapy and Emotional Support animals must be under the handler's control at all times. The Association may seek confirmation of the need and nexus of a prospective therapy or emotional support if such an animal requires an accommodation under the restrictions of the Declaration. An ESA (Emotional Support Animal) or certificate of any kind, by itself, is insufficient to establish a person has a disability or disability-related need for an ESA.
- (j) **Limit of Occupancy:** In addition to a recreation or residential unit, no more than two (2) vehicles shall be placed upon a lot excluding motorcycles and scooters. All vehicles and units must be completely off the road. No camping or sleeping shall be permitted except in the primary Unit.
- (k) **Open Fires:** No open fires of any kind shall be permitted on any Lot except Outdoor cooking with metal barbecue grills, metal braziers, portable propane fire pits, table top fire pits, or other metal cooking devices, of approved design, is permitted. No burning of leaves, trash, garbage or other material is permitted. All outdoor cooking must be attended at all times and the fire completely extinguished upon completion of use.

- (l) **Outdoor Accessories:** Picnic tables, benches and similar items of personal property may be placed on a Lot. A personal or seasonal sign not exceeding 18" x 24" may be temporarily placed on a Lot. Personal signs are limited. A personal sign cannot make reference to anything or anyone other than the occupant(s) of their lot. Seasonal signs are limited to one month during the specific holiday. No permanent fireplaces and no iceboxes, refrigerators, freezers, clothes washers or dryers, may be installed or left on any Lot outside of the Unit or storage shed. All personal property on a Lot shall be maintained in good condition so as not to become unsightly as determined by the Committee charged with this responsibility and will be stored or secured on owners' departure.
- (m) **Removal of Trees:** No trees placed by the "Declarant" may be removed from any Lot. Sabal/Cabbage palm trees located on each lot (about 5 feet to 10 feet behind the lamppost) must be replaced if the tree dies or is removed, with a tree of approximately the same size as those on lots. It is the Associations responsibility to replace a dead tree and the owner's responsibility if the tree is removed by the Owner. The Sabal/Cabbage palm must be replaced in the approximate location of the original palm tree. Sabal/Cabbage Palm trees located on the Association Property will be maintained by the Association along with any additional trees, shrubs, bushes or landscaping which are on the Association property.
- (n) **Ditches and Swells:** The Declarant shall keep drainage easements, ditches and swells within the Community free and unobstructed and in good repair. Each Lot Owner shall be responsible for any damage to a drainage easement, ditches and swells, caused by his negligence or action.
- (o) **Drilling and Mining:** No drilling, refining, quarrying or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any Lot.
- (p) **Vehicle Parking:** No vehicle shall be habitually parked on any Road within the Community except as authorized by an action of the Board.
- (q) **Use of Lakes, Ponds and Streams:** The use of any lakes, ponds and streams within the Community shall be subject to rules of common acceptance.
- (r) **Structural Repairs:** Any structure, or unit on any Lot which has been destroyed in whole or in part by fire, windstorm, or other cause shall be removed from the Lot at the expense of the Lot Owner and the Lot shall be restored to a sightly condition within thirty (30) days subject to the approval of the Declarant or the Committee charged with this responsibility.
- (s) **Commercial Uses:**
- (1) No Lot Owner shall operate a business, professional, commercial or otherwise, within the Community that requires a city, county, or state license or that is prohibited by same.
 - (2) A service by a resident for another resident is permitted as long as it does not interfere with the operations of APHA. A resident is allowed to receive pay, donations, or tips for this service.
 - (3) All obligations, restrictions or requirements imposed hereby upon an Owner shall also be imposed upon any person using or occupying any lot pursuant to a contract or other

arrangement with any owner, including the guests, agents, licensees or invitees of any person owning, using or occupying any Lot.

- (4) All who are in a lease, rental, or loan status shall be permitted the use of all common areas and all amenities. They shall be subject to all rules and regulations of the Community and subject to the authority vested in the Declarant by this Declaration and By- Laws.
- (s) **Abandoned Vehicles:** No wrecked, abandoned, discarded or junked recreational vehicle, motor vehicle, trailer, water craft, equipment or material of any kind shall be placed upon or be permitted to remain on any Lot.
- (t) **Vehicle Repair:**
 - (1) No major automobile repairs, bodywork or painting shall be permitted on any Lot. Vehicle wheels and/or tires, if removed for repair shall not be left off the vehicle for more than twenty-four (24) hours. No vehicle oil changing of any type shall be permitted on any Lot.
 - (2) A vehicle maintenance area is established within the Community common area for use by all Lot Residents. The maintenance area shall be maintained with appropriate facilities for proper disposal of oils, grease, and other chemical products
- (u) **Use of Roads, Motor Vehicles, Etc.:** No motor vehicle of any type shall be driven or towed in a reckless manner on or along any road. All drivers of motor vehicles shall observe reasonable speed and noise limitations within the Community. No motor vehicles, other than mopeds, motor scooters, golf carts, handicapped conveyances, such as electric powered wheel chairs, shall be permitted upon any road within the Community unless the same are over-the-road vehicles, properly and currently licensed and inspected pursuant to the laws of the state of registration except Association vehicles. All motor vehicles must be operated by licensed persons. Mini-bikes, ATVs (4-wheelers) and/or go-carts are specifically prohibited. Semi-tractors and/or trucks, which are used for hire, are prohibited.

- (v) **Guests and Invitee Privileges:** Lot owners shall be responsible for the conduct of their guests, invitees or visitors. Each Owner shall cause Owner's family, guests and invitees to comply with the restrictions and covenants set forth in this Declaration and the Association's By-Laws. Each Owner shall cause Owner's family, guests and invitees to comply, with the Architectural Criteria, the Community Standards, and the Rules and Regulations of the Association. The Owner appoints the Association as its agent and authorizes it to act on the Owner's behalf to enforce the Association's Declaration and By-Laws as necessary to ensure compliance with the same by Owner's family, guests, tenants and invitees who violate the governing documents. Owner understands and agrees to be responsible for all damages, maintenance fees, assessments, taxes and utility bills, costs or assessments resulting from Owner's family, guests and invitees. The Owner shall reimburse the Association its attorney's fees and costs expended in ensuring compliance with the Association's Declaration and By-Laws. Guests may be permitted use of common areas and amenities. Invitees may be permitted use of common areas and amenities to the sole extent that they do not interfere with the use and enjoyment of such facilities by Owners and Owner's Guests. Any such interference or resulting lack of availability caused by Owner's Invitees is subject to enforcement as set forth in this section.
- (w) **Intoxicating Beverages and Controlled Substances:** The excessive use of intoxicating beverages is prohibited within the Community. The use of any controlled substances is prohibited within the Community.
- (x) **Firearms:** No hunting, shooting, or use of firearms (including pellet guns, air guns, slingshots, or bows and arrows) shall be permitted within the Community.
- (y) **Rental of Units:** No Lot with a unit shall be leased or rented by the Owner thereof to any third party for a period of less than thirty (30) days or more than three (3) times per year.
- (1) The Owner of each Lot shall notify the Association of the beginning and termination dates of any such period a Lot is rented to a third party. The Owner shall notify the Association of the full legal name of the tenant and all permanent occupants and provide the Association with such documentation as necessary to evidence the same.
 - (2) The owner will be notified that their tenant is in violation of the governing documents. The owner will have 10 days to correct the violation. On the 11th day the Owner appoints the Association as its agent and authorizes it to act on the Owner's behalf to evict a tenant who is violating the governing documents. The Owner shall reimburse the Association its attorney's fees and costs. Owner shall advise the tenant that they, like the owners, must comply with the Declaration and Covenants, Conditions and Restrictions. The Owner shall guarantee that one occupant of the lot is fifty-five (55) years of age or older at all times related to the term of the leasehold. Owner understands and agrees to be responsible for all damages, maintenance fees, assessments, taxes and utility bills, costs or assessments that shall accrue during leasehold.
 - (3) No Owner, as defined as the holder of title to the lot in the Public Records of Hardee County, Florida at the time of the proposed lease, may hold out for leasehold more than two (2) Units at any time.

4.2 Lot Sales and Lease Agreements

- (a) The Declarant shall have the right to sell any and all available Lots under the full control of the Declarant.
- (b) The purchase price of the Declarant's Lots for sale shall be determined by the Declarant and the sale price shall reflect the fair market value of the Lot or Lots within the Community.
- (c) The Declarant shall determine the market value (sales price) of all Lots under their control through the use of accepted and professional Real Estate Practices and techniques prior to offering for sale, any of the Community Lots under their control. The Declarant shall never enter into any sale of Lot(s) or other real property activities of any kind that could devalue the Association properties.
- (d) The ownership of more than three (3) Lots by any person, persons, company (except Declarant), financial institutions, etc., shall not be permitted. If ownership of more than three (3) Lots should occur, for whatever reason, that ownership shall have no more than three (3) votes, and shall dispose of those Lots until ownership is reduced to a maximum of three (3) Lots.

4.3 Declaration as an Adult Resort

Declarant hereby declares Avion Palms Community to be an adult Community and no lot owner or lot owner's guests, invitee or lessees shall permit any child under the age of eighteen (18) years to continuously reside in any unit except as otherwise provided herein. Visitor under the age of 55 (years) are permitted for up to three (3) weeks during any six (6) months period.

V. EASEMENTS

5.1 Lots

The following easements upon each Lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Declarant, its successors, assigns, and licensees:

- (a) A four (4) foot wide strip running along the inside of the utility side Lot line, and a six (6) foot wide strip running along the patio side Lot line, and a five (5) foot wide strip running along the inside of each back and front Lot lines of each Lot for the purpose of construction, installation, operation, and maintenance of drainage courses, culverts, etc., and utility facilities, including telephone, radio and TV transmission lines, if any, and including the accessory right to cut, trim or remove concrete, trees, shrubs or plantings whenever necessary.

5.2 Roads

Declarant, on behalf of itself, its successors, assigns, and licensees, reserves an easement over, upon and under all Roads for installation, maintenance and operation of Utility Facilities, for purposes of drainage control, for access to Lots and Common Areas by Owners, and for use by any other authorized persons.

5.3 Other

Any other easements shown on the Plat(s) and an easement in favor of Declarant, its agents, employees, licensees, successors and assigns upon all land within the Community for the enforcement of this Declaration.

5.4 Liability

No Owner shall have any claim or cause of action against Declarant or its licensees arising from exercise or non-exercise of any easement reserved hereunder or as shown on a Plat(s).

VI. UTILITY FACILITIES

6.1 Installation of Utilities

The Declarant shall be responsible for the installation of water, sewer, and electric service lines to each lot. The water and sewer lines shall be connected to compatible mains from the City of Bowling Green and the Community shall have one meter to determine the cost of the total usage. Electricity shall be furnished by the Electric Utility Company serving the City of Bowling Green and each Lot shall be individually metered and billed. The Declarant reserves the right to levy a charge for water and sewer service should excessive usage and cost make this necessary. All water and sewer lines within the Community are and shall remain a part of the realty owned by the Declarant. No Lot Owner shall tamper with, modify, or alter any of the utility facilities below grade level without prior written approval of the Board.

VII. COMMITTEES

7.1 Requirements

All Committees as provided for in Article VIII of the By-Laws, plus all Pro Tempore and Ad Hoc Committees, as established by the Declarant, shall have a chairperson and two or more members. A member of the Board may be assigned as a non-voting member on all Committees, in an advisory capacity and serve as a Liaison between the Committee and the Board.

7.2 Appointments

Appointments to the standing Committees shall be made annually, after the annual election of the Board of Directors, and not later than March 1st after their election. The Committee Chairman and members shall serve for one (1) year starting April 1st through March 31st. Pro Tempore and Ad Hoc Committees shall be appointed as the board may deem necessary and shall be abolished when their reason for being no longer exists. All Committee members serve at the request of the Board and may be removed or replaced, at any time, at the discretion of the Board. A member of the Board may be assigned as a non-voting member on all standing Committees, in an advisory capacity and serve as a Liaison between the Committee and the Board. No member of the Board shall serve as Chairperson of any Committee.

VIII. AVION PALMS HOMEOWNER'S ASSOCIATION, INC.

8.1 Owners are Members

Every person identified as an "Owner" as defined herein, shall be a member of the Declarant. In order to prevent any allegation(s) of conflict(s) of interest, owners, their spouses or co-residents of owners shall not be paid employees of the Declarant during the season of November 1 through March 31. Should a paid employee decide to become an owner during the season, the work agreement may continue with approval of the Board of Directors until the earlier of the following: the end of the season or the Association hires a substitute employee. Members may, however, be paid for work during other periods as determined by the Board at a salary not to exceed the wage scale paid to other part time employees. In no event may board members receive compensation for the fulfillment of their duties as directors in the Association.

8.2 Duties, Responsibilities, Rights & Privileges

The Declarant shall have the duties, responsibilities, rights, and privileges with respect to the Community as are provided herein.

8.3 Votes

Members must all be Owners of Lots and are entitled to one vote for each Lot owned with respect to all matters required hereby or by the Articles or By-Laws to be voted upon by members of the Declarant. In the event of joint ownership of a Lot only one vote may be cast per Lot. Other than the right to vote, all persons constituting the Household of an Owner shall have full rights and privileges as members of the Declarant.

8.4 Governing Body

The governing body of the Declarant shall be the Board, the members of which shall be elected by the membership of the Association for such terms and in the manner provided in the By-Laws.

8.5 Articles and By-Laws Govern

To the extent not provided herein, the Articles and By-Laws shall govern the affairs of the Declarant including the designation and election of officers, time, place and notice of meetings and the rights, duties, privileges and obligations of membership. In the event of any conflict between provisions of the By-Laws and this Declaration, the provisions of this Declaration shall prevail.

8.6 Adoption of Rules & Regulations

The Board may adopt from time to time, reasonable rules, regulations, and standards, not inconsistent herewith, with respect to use of Lots and association property and use, operation and management of Common Areas, including standards for approval of various matters by the Committees. Standards to be applied by the Committees shall be uniform throughout the Community.

IX. ASSESSMENTS AND LIENS

9.1 Trust Fund (Reserve Fund Establishment)

The Declarant shall establish an insured interest-bearing reserve fund from monies obtained from the sale of Lots, and excess or surplus to the cost of Community development. Such development shall include the construction of roads, paved Lot patios and paved parking pad and driveway,

water, sewer and electric hook-ups at each Lot, an activities building with rest rooms, laundry machines and dryers, parking and recreational areas and such other amenities as are deemed by the Declarant to be necessary and/or desirable. Interest money from the reserve fund shall be used in part or in whole to pay the costs of general maintenance and management of facilities, roads, buildings, and common areas of the Community. Any short-fall between the yield of the reserve fund and the cost of such maintenance and management shall be made up by an assessment equally levied on each and every Owner of Deeded Lots within the Community.

9.2 Assessments

Each Owner of a Lot, by execution of an agreement of sale or by acceptance of a deed therefore, covenants and agrees to pay to the Declarant for the purposes herein provided:

- (a) Annual assessments to be paid annually for operation and maintenance of Avion Palms Community.
- (b) Special assessments for capital improvements.
- (c) Any additional charges assessed against such Owner as hereinafter provided.

9.3 Annual Assessments:

- (a) The Declarant shall levy and collect, in each year, an annual assessment upon each Lot liable therefore in an amount sufficient to provide revenues to pay the difference between the interest yielded by the reserve fund and all costs, including a reasonable reserve for depreciation and a reasonable reserve for uncollectible accounts, or operation and maintenance of the Common Areas, including the Utility Facilities, and all other obligations of the Declarant for such year, including any deficits from operations in prior years. The total reserve fund shall not exceed two hundred thousand dollars, (\$200,000). All interest from this reserve fund shall be considered as income and added to the General Fund.
- (b) This reserve fund shall be used for repair and replacement of Avion Palms Homeowner's Association equipment and facilities. Further, this fund account will be maintained at two hundred thousand dollars (\$200,000.00) through assessment fees and special assessments in the years following this account's reduction.
 - (1) If the fund reduction exceeds fifty thousand dollars (\$50,000.00), the amount of the special assessment shall be based on fifty thousand dollars (\$50,000.00).
 - (2) The remainder will be deferred for inclusion in the next special assessment. No special assessment in any year will be based on more than fifty thousand dollars (\$50,000.00).

9.4 Capital Improvements

- (a) The Board shall determine the cost of any proposed capital improvement upon the Common Area, including fixtures and personal property related thereto. Any portion of that cost in excess of \$1,500.00 annually, which requires assessment of Lot Owners, shall be approved by a majority of the eligible votes present at the Annual Corporate Meeting or at a Special Meeting.
- (b) Any item the Board determines is necessary and which exceeds \$1,500.00, shall be placed on the agenda of the annual meeting. The proposed budget shall include the funding for those items. The funding shall not be used if the item fails to obtain a majority vote; it must be

carried over to the next year's budget.

9.5 Uniform Rate

Annual assessments with respect to all Lots, and special assessments for capital improvements as authorized by Paragraph 9 hereof shall be fixed at a uniform rate for all Lots. Special charges may be included in any annual assessment with respect to any Lot, to the extent authorized hereby and by action of the Board.

9.6 Assessments on Violations

The Declarant is also authorized to levy and collect special assessments against any Lot Owner, other than Declarant, upon findings by the Rules and Regulations enforcement Committee subject to an appeal to the Board, whose decision shall be final, that such Owner has violated any of the covenants contained in Section IV hereof. Rules and Regulations as to procedures for the of complaints, notice and hearing before the Fining Committee in connection with adjudication of any such violations and the amounts and procedures applicable to any such penalties shall be adopted by the Board. Any and all costs of the Declarant incurred with respect to performance of any corrective work or maintenance in connection with any Lot, as provided in Paragraph 4.1 (c) hereon, shall also be added to the annual assessment with respect to such Lot.

9.7 Notice of Assessment

- (a) Notice of any assessment shall be mailed or emailed, by the Declarant, upon first receiving Owner consent of the same, by the Association to each Owner at such Owner's principal residence address as the same appears on the records of the Declarant.
- (b) The Maintenance Fee is for the period of January 1 through December 31 each year. Maintenance Fees are due January 1st and become delinquent February 1st of each year.
- (c) Lien Rights of the Association: In order to provide an additional means to enforce the collection of any assessment, fee or other expense (including maintenance and repair expenses) charged to the owner of any Lot or Unit, or any annual or special assessment, the AVION PALMS HOMEOWNERS ASSOCIATION, INC. shall have a lien against each Lot or Unit in the Subdivision, together with all improvements thereon, as follows:
 - (1) The lien of every such fee, expense and assessment including without limitation the attorney's fees incurred by the AVION PALMS HOMEOWNERS ASSOCIATION, INC. fulfilling its duties, together with interest and delinquency charges thereon, attorney's fees and cost of collection thereof as herein provided, shall attach and become a charge on each Lot or Unit, and all improvements thereon, upon the adoption of any assessment or imposition of any fee or expense as provided herein.
 - (2) In the event any Assessment is not paid within thirty (30) days after the Assessment is due, the Association shall have the right to file a claim of Lien in the Public Records of Hardee County, Florida. The Assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. In the event Association files a Claim or Lien against any Lot or Unit, the Association shall be entitled to recover from the owner of such Lot or Unit the interest and delinquency charge and all costs, including

reasonable attorney's fees (including attorney's fees for appellate proceedings) incurred in preparing, filing, and/or foreclosing the Assessment Claim of Lien, and all such costs, delinquency charges, interest and Attorney's fees shall be secured by such lien. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

(3) Any assessment remaining unpaid as of the due date of payment shall be delinquent and shall bear interest from the due date of payment at the highest rate then allowable by law.

(4) Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the date on which the original Declaration was recorded. A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. A Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous Owner.

(d) If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel.

9.8 Written Proof of Payment

The Declarant shall upon demand at any time furnish a statement in writing signed by an officer of the Declarant certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as of the date thereof. A reasonable charge may be made by the Board for issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid.

9.9 Lien for Non-Payment

The Lien of any mortgage or judgment placed upon any Lot for the purpose of financing acquisition thereof and recorded in accordance with the laws of the State of Florida shall be, from the date of recordation, superior to any or all such Liens provided herein.

X. ADDITIONAL ACQUISITIONS

10.1 Additional Land Acquisitions

Acquisitions of additional land outside the boundaries of the original Avion Palms Community must be approved by a vote of two-thirds of the eligible votes present at the annual corporate meeting or at a special meeting.

10.2 Recording of Acquisitions

The Declarant shall effect such acquisition by recording a Plat of the real property purchased and

by indicating thereon that the property shown on said Plat is a part of the Community, thereby declaring that such acquired property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration.

10.3 Acquisitions Become Community Property

Upon the recording of said Plat the acquired real property shall become a part of the Community, as fully as if such area were part of the Community on the date of recording of this Declaration and thereafter the term "Community" as used herein shall include the acquired area.

XI. REMEDIES

11.1 Proceed at Law

Declarant and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration.

11.2 Suspension of Voting Rights

The Board may suspend the voting rights, of a member and may suspend all rights to use the Community Common Areas and all other rights or privileges of membership of any Owner for any period during which any Declarant assessment or other obligation remains unpaid, or during the period of any continuing violations of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board. The lot owner has the right of ingress and egress, to his Lot only, to include parking.

11.3 Right of Entry and Access

Declarant and authorized representatives of the Declarant, their successors and assigns, shall share an absolute right of entry and access upon any Lot or Common Area for the purpose of enforcing the provisions of this Declaration.

11.4 Remedies are Cumulative

Remedies specified herein are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or occurrence of a different violation.

11.5 Submitting Grievances

It is to the obvious advantage of the Declarant and to each member to resolve differences internally and to not resort to legal actions through the courts. Members who feel the association is in violation of any of the provisions of this Declaration must submit their grievance to the Association President in writing to include:

- (a) Date of preparation of grievance;
- (b) Address to President, Avion Palms Homeowner's Association, Inc.;
- (c) Name and Lot number of member;
- (d) State the grievance briefly and concisely;

- (e) State the section and paragraph of this declaration or State or Federal law being violated;
- (f) Signature of member; and
- (g) Hand carry or mail to President, Avion Palms Homeowner's Association, Inc. The President will review and investigate the grievance and will take corrective action as may be within his authority. The President will report his corrective action in writing to the member within thirty (30) days of receipt of the grievance and with copies to all Board members.
- (h) If the President does not feel the grievance requires corrective action or if he feels it is beyond his authority, he will refer the grievance in writing to all Board members as an agenda item for the next Board meeting and so advise the member. The decision of the Board will be final and the member will be informed in writing of the Board's decision.

11.6 Attorney/Court Costs

If a member pursues any grievance through an attorney and the decision rendered is in the Declarant's favor, all associated costs for the Declarant for attorney, court, county or any other associated administrative fees will be borne by the member. These fees will not be passed on to the other owners.

XII. AMENDMENTS

12.1 Adoption of Amendments

This Declaration may be amended by the affirmative vote of sixty (60) percent of the total number of votes present at the annual Corporate meeting or at special meetings. Any amendments so adopted will be supplied in writing to all eligible voters within thirty (30) days following such adoption.

12.2 Proposed Amendments

Content of potential amendments to the Governing Documents may be proposed by a Lot Owner or the Board of Directors. Content of proposed Amendments, as proposed by Lot Owners, shall be submitted to the Board of Directors no later than the second Friday in November before the annual Membership Meeting.

XIII. DISCLAIMERS

13.1 Federal, State and Local Law Disclaimer

This Declaration and these By-Laws have been devised, drawn and assembled to guide, control and govern the actions and operation and objectives of the Corporation. Provided, however, if any provision of this Declaration violates any Laws of the United States of America, the State of Florida, County of Hardee, or City of Bowling Green, Florida, such provision shall have no force and effect, but shall not affect or invalidate the remaining provisions of the Declaration.

13.2 Legal Liability Disclaimer

No Officer, Director, Member or duly authorized agent of this Corporation shall be held legally liable when acting in an official capacity in the performance of official assignments as set forth and provided for in the Declaration and By-Laws.

XIV. MISCELLANEOUS

14.1 Provisions are Independent

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof, shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

14.2 Limitations of Paragraphs

Paragraph captions in the Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

14.3 Exhibit "A" Articles of Incorporation

A copy of the **Articles of Incorporation** of the Declarant (Avion Palms Homeowner's Association, Inc.) is attached hereto as **Exhibit "A."**

14.4 Exhibit "B" By-Laws

The **By-Laws** of the **Declarant** (Avion Palms Homeowner's Association, Inc.) shall be the By-Laws and are attached hereto as **Exhibit "B."**

14.5 Exhibit "C" Community Rules and Regulations

Community Rules and Regulations: Attached hereto as **Exhibit "C."**

14.6 Recording of Plats

Plat(s): A copy of the final subdivision map(s) of all real property, (formerly owned by Noiva Associates, Inc.), owned by Avion Palms Homeowner's Association, Inc., prepared September 2, 1986, by Aim Engineering and Surveying, P. O. Box 195, Lehigh, Florida 33936, and any revisions thereto, are recorded in the Public Records of Hardee County, Florida, in Plat Books Nos. 63 and 65.

14.7 Solicitations within Community

Solicitations, whether by member or vendor, within Avion Palms Community may only be made with written approval by the Board. Solicitors shall be referred to the Board for instruction and/or authorization. Petitions by members are not to be confused with Solicitations by vendors or service personnel. Under no conditions shall a member's first amendment rights to petition be interfered with.

14.8 Payment of Delinquent Taxes and Liens

The Declarant, through the Board, may pay delinquent taxes on Lots and place liens against such Lots for the amount of the delinquent tax.

END OF DECLARATIONS