

**KINGSLAND COUNTRY ESTATES**

**COVENANTS AND RESTRICTIONS**

WHEREAS, KINGSLAND, INC., (hereinafter called "Subdivider") has filed plats of certain lots in the public records of Marion County Florida, as follows:

KINGSLAND COUNTRY ESTATES, WHISPERING PINES, the plat of which has been recorded in Plat Book N, pages 86 to 96, inclusive:

KINGSLAND COUNTRY ESTATES, FOREST GLENN, the plat of which has been recorded in Plat Book P, pages 1 to 9, inclusive; and

WHEREAS, it is necessary that certain protective and restrictive covenants be adopted governing the use of lots in said subdivision, which may become a part of all deeds, mortgages and other transfers of title to said property, and become binding on all purchasers of lots in said subdivision, their heirs, successors and assigns:

NOW, THEREFORE, in consideration of the purchase from Subdivider, by the several owners of one or more lots in said subdivision, and as an inducement to persons to purchase lots therein from the undersigned, the owners and purchasers of lots, their heirs, legal representatives and assigns, that the following protective and restrictive covenants shall be considered as included in any deed of conveyance or mortgage hereinafter executed by the undersigned, its successors or assigns, or by any owner or his heirs, legal representatives or assigns, upon the lots in said subdivision as designated herein, and that the recording of this instrument in the public records of Marion County, Florida, shall be and constitute notice of the existence of said protective and restrictive covenants.

A. Single Family Residence Restrictions

The following provisions shall apply to all of KINGSLAND COUNTRY ESTATES,

1. Single Family Use. Each lot shall be and remain reserved and used exclusively for single family residence purposes, and for no other purpose, and only one such residence shall be erected on each lot.

2. Building Area. No residence shall be constructed containing less than 1,200 square feet, inside of walls, excluding porches, garage, terrace, patios and storage area.

B. General Restrictions

The following provisions shall apply to all of KINGSLAND COUNTRY ESTATES,

1. Plans and specifications. No structure or building shall be moved upon, erected or constructed on any lot until a complete set of plans and specifications had been submitted to and approved in writing by Subdivider, or its nominee. Disapproval of plans or specifications by Subdivider, or its

nominee, may be based on any reasons within its sole discretion, including purely aesthetic grounds. A lot owner may initiate approval of a building to be constructed by delivering a copy of the plans and specifications to Subdivider. If said plans and specifications are not approved or disapproved within thirty (30) days after such submission, then the same shall be deemed to have been approved and the lot owner may proceed with construction in accordance therewith.

2. Construction. All construction shall meet the requirements and specification of the Southern Building Code and the building code of any governmental authority having jurisdiction thereof. Footings shall be concrete reinforced with steel. The outside wall shall be masonry block, stone, brick veneer or frame with exterior treated paneling.

3. Setback Lines. No building shall be erected less than 30 feet from the front lot line, nor shall any building on a corner lot be less than 30 feet from the side street. No buildings shall be located less than 7 ½ feet from any lot line.

4. Sewage Disposal System and Water System. A sewage disposal system shall be installed contemporaneously with residence construction, of a standard design and in a location approved by Subdivider, and such system shall comply with all requirements of local and State sanitary codes. The effluent from such disposal system shall not drain into any stream, pond, or lake, but shall be disposed of in such manner as may be approved prior to construction by Subdivider, and any governmental authority having jurisdiction thereof. The owner of each lot shall hook-up to a central sewage disposal system and a central water system when the same shall become available, and pay the required fees therefor.

The provisions for the assessment and payment of special assessments for the maintenance, operation and construction of a central water system and sewer system as set forth in the Covenants dated May 29, 1973, and recorded in Book 571, at Pages 692 and 693, in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof. Should Subdivider, its successors or assigns notify the owner or lessee of any lot or tract, in writing, by registered or certified mail, that it intends to commence installation of a central water and/or sewer utility system, within 120 days after said, notice, owner or lessee shall pay to Subdivider, its successors and assigns, a charge to be fixed, established and collected, by installments or otherwise, by Subdivider, its successors or assigns, to be used exclusively for the purpose of installing and maintaining said system(s), and tap-on fees pertaining thereto. Payment of such charge shall commence upon the date fixed by Subdivider and set forth in the notice.

5. Animals. No animals, livestock or poultry or any kind shall be raised, kept or bred on any lot, except that not more than two dogs, cats or comparable household pets may be kept.

6. Signs. No sign shall be erected or maintained on any lot except for one small "For Rent" or "For Sale" sign, not to exceed 2 feet in width or height.

7. Fences. Fences or walls more than 6 feet in height shall not be erected or maintained on any lot or parcel of land, and provided further, no fence or wall exceeding 30 inches in height shall be erected along or near the front property line or along the lot sidelines nearer than 30 feet from the property line.

8. Additional Buildings and Area Coverage. Not more than two buildings, in addition to the main residential structure, shall be constructed on any lot, and such additional building shall be constructed in a style and appearance and with materials of a similar type and quality as used for the main building.

Not more than 35% of the area of each lot shall be covered by buildings. No temporary buildings shall be constructed or moved upon any lot.

9. Landscaping. All lawns on all sides of the buildings on the above mentioned land shall extend to the street line. No parking strips or drives shall be constructed except as approved on the plot plan of the plans and specifications. Upon completion of the building or buildings, the lawn area on all sides thereof shall be completely sodded, seeded or sprigged with grass and the same shall be watered and maintained so that the lawn area shall be uniformly green and well kept.

A comprehensive landscaping plan shall be submitted to Subdivider for its approval within 120 days after construction is commenced, and a sufficient number of trees or shrubs shall be shown thereon in a design commensurate with the development of high grade residential property. Said landscaping plan, after approval by Subdivider, or its nominee, in writing, shall be installed by the owner, and no landscaping plan shall be installed without such approval. Refusal or approval of said landscaping plan may be made by Subdivider based on purely aesthetic grounds in its sole discretion. If the landscaping is not installed in accordance with the landscaping plans, Subdivider may, at its discretion, enter upon the above said land and rearrange, remove or install said landscaping, and make a reasonable charge for so doing and said charge shall become a lien upon the above-mentioned land, as provided for under the laws of the State of Florida.

10. Care of lots. All owners shall keep their lawns and shrubbery in a reasonably neat and trimmed condition. No garbage cans shall be permitted to remain in view of the street or adjoining property. Laundry lines used for drying laundry must be placed in an area properly screened by

shrubby or other means in order that the aesthetic qualities of the development shall be maintained. No lot, or portion of any lot, shall be used or maintained as a dumping ground for rubbish, trash or waste materials and no worn out automobiles or other abandoned or dilapidated personal property shall be allowed to remain on any lot.

11. Easements. There are expressly reserved unto Subdivider, easements of 7 ½ feet in width along the side lines of each lot for the purposes of underground and overhead utilities, surface drainage and for any purpose having to do with the development of this property, including improvements that Subdivider may not have the obligation to install. Where more than one of the above described lots are intended by Subdivider as a building site or where more than one lot is actually used as a building site, the outside boundaries of said building site shall carry the said easement and the said easement shall in such cases be abandoned on the interior lot lines. Subdivider may abandon any of these easements at any time in the future by recording an appropriate instrument.

12. Trailers and Mobile Homes. No mobile home or house trailer shall be permitted to remain on any lot or parked in the street in front of any lot for more than three (3) days.

13. Commercial Use. No commercial use of any lot shall be made, no business or commercial enterprise shall be carried on from the premises, and no trucks, tractors or business vehicles of any kind shall be parked overnight on any of the streets or lots in the subdivision; provided, that a lot owner may use a small vehicle with commercial sign on the side for personal or business use if the same is parked overnight in his garage or carport.

14. Division of Lots. No lot shall be divided or re-subdivided unless both portions of said lot be used to increase the size of an adjacent lot or adjacent lots as platted. Divided portions of lots must extend from fronting street to existing rear property line.

## C. Provisions For Maintenance and Upkeep.

1. Each and every of said lots which has been conveyed by warranty deed from the Subdivider or which has been leased from the Subdivider, except lots or lands dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is Kingsland Property Owners Association, Inc. (hereinafter called Service Corporation), a non-profit Florida corporation. The operation of the Service Corporation shall be governed by its By-Laws, a copy of which is incorporated herein and made a part thereof, by reference, and is recorded in Official Records Book 574, Page 351, of the Official Records of Marion County, Florida. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change sub-paragraph 3 herein pertaining to the amount and fixing of fees.

2. Every owner of any of said lots, whether he has acquired the ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise and every lessee who leases any of said lots from the Subdivider shall be a member of the Service Corporation and shall be bound by the Certificate of Incorporation and By-Laws of the Service Corporation as they may exist from time to time. Membership shall be divided into Class A membership and Class B membership. Each lot owner of a lot conveyed (deeded) by the Subdivider shall automatically be and become a Class A member of the Service Corporation. The Class B member shall be the only voting member of the Service Corporation until January 1, 1983, or until such prior time as follows:

- A. Such prior time as the Class B member shall determine in it's sole judgment, as evidenced by an amendment to the By-Laws of this Service Corporation at which time the Class A Members shall become voting members of the Service Corporation, or
- B. Upon conveyance (deeding) by the Subdivider of eighty (80%) percent of the total number of lots covered by these restrictions and other similar restrictions recorded now or in the future affecting lots in Subdivider's entire development of Subdivider's contiguous subdivisions and units on State Route 200, Marion County, Florida (hereinafter called Kingsland Country Estates) other than a conveyance Resulting from a merger, consolidation, liquidation or other similar plan or a conveyance to the successors or assigns of the Subdivider.

At such time as Class A members shall be entitled to one vote in the affairs of the Service Corporation, said members shall be entitled to one vote in the affairs of the Service Corporation for each lot, tract or parcel owned by said member and

the Class B membership shall be entitled to one vote and to the appointment at its pleasure from time to time, of one member of the Board of Directors. In the even a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

3. The initial monthly fees to be paid to the Service Corporation for maintenance and upkeep as is further described herein for each and every of said lots subject thereto, shall be a base rate multiplied by a percentage factor as follows:

<u>District</u>	<u>Base Rate And Percentage Factor</u>	<u>Initial Fee</u>
All Lots In Kingsland Country Estates, Whispering Pines	\$4.50 x 100%	\$4.50
All Lots In Kingsland Country Estates, Forest Glenn	\$4.50 x 133 1/3%	\$6.00

Any fee adjustments shall be made only to the base rate as provided in this sub-paragraph 3 and the percentage factor shall not be changed.

Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month or at such other reasonable intervals as the Service Corporation may determine. Initial fees shall commence the month following the month of conveyance. The Service Corporation may, but shall not be required to, provide for a reasonable rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Service Corporation may increase said monthly fee from time to time as is hereinafter provided, but said initial monthly shall not be raised more than twenty-five (25%) percent of the then existing monthly fee during any one calendar year. Said monthly fee may not be raised to a sum more than double the initial monthly fee without the joint consent for any increase thereafter of the owners of record of not less than 51%, in number, of all the owners of deeded lots subject thereto who actually vote for or against said increase including the owners of those deeded lots covered by other restrictions containing similar provisions affecting lots located in Kingsland Country Estates, whether recorded now or in the future, and if said monthly fee is decreased or extinguished by the Service Corporation, the services provided by the Service Corporation may be decreased or extinguished so that the Service Corporation shall not be required to pay more for the services hereinafter enumerated than is collected by said fees. In regard to said joint consent, the owner of each deeded lot shall be entitled to one vote for each said lot owned by him and each said lot shall not be entitled to more than one vote after Class A

members become voting members of the Service Corporation (except for the vote required to change the monthly fee). In addition to the maintenance fees authorized above, the Service Corporation may levy, in any one year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in any of those areas hereinafter set forth in sub-paragraph 13 provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for that purpose. The Service Corporation may establish special benefit subdistricts within all of Kingsland Country Estates, including that Unit affected by these Restriction and those Units in Kingsland Country Estates affected by other similar restrictions, for the purpose of levying special assessments for capital improvement of primary benefit to properties located in the particular subdistrict affected; in which case the special assessment would be levied against and apply only to properties within said subdistrict and would require the assent of two-thirds (2/3) of the votes of the Class A members within said affected subdistrict only. In the event street lighting is not provided by a special taxing district, then these restrictions and the initial fee set forth herein may be amended to provide for the reasonable cost of street lighting.

4. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

5. The Service Corporation shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Service Corporation may apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Subdivider or for the Subdivider or for the maintenance and upkeep of the area of any rights-of-way immediately adjoining any lots owned by the Subdivider prior to the first conveyance or lease of said lots by the Subdivider. The Service Corporation shall account to the said lot owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1976. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

6. The Service Corporation may commingle the sums collected hereunder with those collected under other similar provision of other recorded restrictions affecting other lands shown on plats of Kingsland Country Estates, recorded now or in the future in the Public Records of Marion County, Florida, which funds are intended thereby to be used for similar purposes.

7. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall, from the date it is due, or expended, constitute a lien on the lot or property with respect to which it due. The Service Corporation may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Service Corporation may negotiate disputed claims or liens and settle or compromise said claims. The Service Corporation shall be entitled to bid at any sale held pursuant to a suit to

foreclose said lien and to apply as a cash credit against its bid, all sums due the Service Corporation covered by the lien foreclosed. In case of such foreclosure, the lot owner shall be required to pay a reasonable rental for the lot, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Service Corporation may file for record in the Office of the Clerk of the Circuit Court for Marion County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the owner thereof and such additional information as may be desirable, and upon payment in full thereof, the Service Corporation shall execute a proper recordable release of said lien.

8. Said lien shall be subordinate to any institutional first mortgage of first trust. Where an institutional first mortgagee or lender of record or other purchaser of a lot obtains title to the lot as a result of foreclosure or said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Service Corporation pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

9. Any person who acquire an interest in a lot, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), including purchasers at judicial sales, shall not be entitled to occupancy of the lot until such time as all unpaid fees due and owing by the former lot owner have been paid.

10. The Service Corporation shall have the right to assign its claim and lien rights for the recovery of any unpaid fees to any lot owner or group of lot owners or to any third party.

11. The purchasers or lessees of lots or parcels in the Subdivision by the acceptance of deeds or leases therefor, whether from the Subdivider or subsequent owners or lessees of such lots, shall become personally obligated to pay such fees including interest, upon lots purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided herein, and the Service Corporation shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Service Corporation and its assigns and such obligation is to run with the land so that the successors or owners of record of any portion of said property shall in turn become personally liable for the payment of such fees and interest which shall have become due during their ownership thereof.

12. The Subdivider or its successors or assigns shall not be obligated to pay to the Service Corporation any fees upon any of said lots owned by the Subdivider which are subject thereto, prior to the first conveyance or lease of said lots by the Subdivider, but shall be obligated to pay any such fees for any lot or lots reacquired from successive owners of said lots.

13. The Service Corporation shall apply the proceeds received from such fees towards the payment of the cost of any of the following matters and



things in Kingsland Country Estates, but only until such time as they are adequately provided for by Governmental Authority, whether within the unit partially or fully restricted by these restriction or within the units partially or fully restrict by other restrictions recorded or intend to be recorded or recorded in the future in the Public Record of Marion County, Florida, affecting properties located in Kingsland Country Estates, namely:

A. Improving or maintaining such rights-of-way, swales, parks, fountains, trails, bikeways, recreation areas for which no other fees are charged by the Subdivider, and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general benefit of all the lot owners in Kingsland Country Estates or for the general public, whether or not a reservation for the public is dedicated or recorded and whether or not said areas are owned by the Subdivider or the Service Corporation or any third person, and whether or not said areas are dedicated rights-of-way now existing or hereafter created, and whether or not they shall be maintained for the public use or for the general benefit of the owners of lots or parcels within said Subdivision and their successors in interest, insofar as such are not adequately provided by governmental authority. Such maintenance may include, but shall not be limited to the maintenance of any improvements on the areas enumerated above, the cutting of grass, planting, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Subdivision and the streets and public areas enumerated neat, attractive and in good order.

B. The installation cost and maintenance of all devices necessary for the protection of the public where any designated equestrian trail intersects any public street or road within said Subdivision.

C. The cleaning and lighting of streets, walkways, pathways, bikeways, trails and public areas within or bordering upon the Subdivision, collecting and disposing of debris and litter therefrom but only until such time as such are adequately provided for by governmental authority.

D. Taxes and assessments, if any, which may be levied upon any of the properties described in Paragraph 13 A through F, and due and payable by the Subdivider or the Service Corporation.

E. Liability, property damage and other insurance.

F. The Service Corporation shall have the right, from time to time, to expend said proceeds for other purposes, and to make expenditures for capital improvements not inconsistent herewith, for the health, safety, welfare, aesthetics or better enjoyment of the community.

14. The enumeration of the matters and things for which the proceeds may be applies shall not require that the Service Corporation actually spend the said proceeds on all of said matters and things or during the year that

said fees are collected and the Service Corporation shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

15. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained or improved.

16. The Service Corporation may assign its rights, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services require hereunder, by recording an appropriate assignment document in the Official Record of Marion County, Florida, making said assignment.

17. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

D. General Provisions.

1. The covenants and restrictions herein contained shall be deemed to run with the land, and shall be binding upon all parties purchasing any lot or lots in said subdivisions, and their heirs, successor and assigns, until January 1, 1990, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the then owners of all the lots or tracts in Kingsland Country Estates (the owner or owners of each lot shall have one vote) it is agreed to change said covenants in whole or in part, in which event said covenants and restrictions shall be changed accordingly.

2. The By-Laws of Kingsland Property Owners Association, Inc., a non-profit Florida corporation, are herby annexed to and made a part of these covenants and restrictions.

3. Failure to promptly enforce any of the restrictions, conditions or covenants provided herein shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any such covenant or restriction by judgment of any court having jurisdiction thereof shall not in any way affect any of the other provisions, which shall continue to remain in full force and effect.

4. In the event of the violation or breach of any restrictions or covenants herein contained, Subdivider, its successors or assigns, or any owner of any lot, his successors, heirs, personal representatives and assigns, shall have the right, in addition to any other remedy, legal or equitable, to proceed in law or in equity to enjoin the violation of any of said restrictions or covenants.

5. The covenants and restrictions herein contained shall be inapplicable to lots or property used, or structures, buildings, trailers, equipment and improvements located or used thereon, by Subdivider, for the purpose of development or sale of its property.

6. Subdivider reserves the right at any time to impose more stringently regulations as to any lots which have not been sold or conveyed by it.

IN WITNESS WHEREOF, KINGSLAND, INC., by its undersigned officers, has caused this instrument to be executed this 28<sup>th</sup> day of June, 1973.

WITNESSES:

KINGSLAND, INC.

Darlene Marcan

By Bruce E. Oehlerking, President

Martha V. Wassman

STATE OF ILLINOIS       )  
                                      )SS  
COUNTY OF COOK        )

Before me, the undersigned authority, personally came and appeared BRUCE E. OEHLERKING and RAYMOND L. JONES, to me well known to be the individuals named as President and Secretary, respectively, of KINGSLAND, INC., and who acknowledged before me that they executed the foregoing instrument as officers for and on behalf of said corporation and as its act and deed, and that they have affixed the corporate seal of said corporation thereto.

WITNESS my hand and official seal this 28<sup>th</sup> day of June, 1973.

See, original document in Public Record Book  
Notary Public

My Commission expires: May 7, 1977

Prepared by and Returned to:  
Vince Cina  
4835 S.W. 101<sup>st</sup> Lane  
Ocala, FL 34481

David R. Ellspermann, Clerk of Circuit Court  
File: 99080435  
Date: 08/30/99 16:16  
OR BOOK/PAGE 2690/97  
Marion County

**CERTIFICATE OF AMENDMENT  
TO THE COVENANTS AND RESTRICTIONS  
FOR KINGSLAND COUNTRY ESTATES**

I HEREBY CERTIFY THAT the attached amendment to the Covenants and Restrictions for Kingsland Country Estates, as described in O.R. Book 594 Pages 359 thru 369 of the Public Records of Marion County, Florida, is made by the Kingsland Property Owners Association, Inc., a Florida corporation, pursuant to its authority under said Covenants and Restrictions.

The attached amendment to the Covenants and Restrictions for Kingsland Country Estates as delineated in the paragraph above is hereby ratified and confirmed for incorporation into the Covenants and Restrictions governing the Kingsland Country Estates, per plats recorded in the Public Records of Marion County, Florida as identified in the Covenants and Restrictions identified above.

IN WITNESS WHEREOF, I have affixed my hand the 30<sup>th</sup> day of August, 1999, at Marion County Florida.

Witnesses:

KINGSLAND PROPERTY OWNERS  
ASSOCIATION, INC.

Tami K. Schultz

Print Name: Tami K. Schultz

By Vincent Cina, President

Print Name: Vincent Cina, President

Kim Strickland

Print Name: Kim Strickland

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Vincent Cina, to me know to be the President of KINGSLAND PROPERTY OWNERS ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such authorized agent, under authority vested in him by said corporation. He is personally know to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of August, 1999.

PRESENTED DRIVER'S LICENSE AND DID NOT TAKE AN OATH

Tami K. Schultze

NOTARY PUBLIC

My Commission expires: August 16, 2003

**AMENDMENT # 3 TO COVENANTS AND RESTRICTIONS FOR  
KINGSLAND COUNTRY ESTATES, O.R. BOOK 594, PAGES 359 thru 369  
WHISPERING PINES AND FOREST GLENN**

Amendment to Article I. Single Family Residence Restrictions, Section 2. Building Area, as follows:

2. Building Area. No residence shall be constructed containing less than 1,350 square feet of living area, inside of walls, excluding porches, 2 car garage, terrace, patios and storage area. All residences must have at least a two car garage.

AND

Amendment to Article II. General Restrictions. Section 2. Construction, as follows:

2. Construction. All roofs on residences shall have a minimum of 5 to 1 pitch.

AND

Amendment to Article II. General Restrictions. Section 5. Animals, as follows:

5. Animals. No dogs shall be allowed to run loose in the community and shall be kept on a leash at all times when not on the premises of their owner.

AND

Amendment to Article II. General Restrictions. Section 9. Landscaping, as follows:

9. Landscaping. All lawns adjacent to the sides and front of any buildings on the above mentioned land shall be sodded and maintained to the edge of the street line unless specifically approved by the Association. Upon completion of the buildings or buildings, the lawn area, as described in the landscaping plan, shall be completely sodded to the edge of the asphalt and the same shall be watered and maintained so that the lawn area shall be uniformly green and well kept. When clearing the Lot, all trees shall remain in place except for the area of the building(s), driveways and pool/patios. Additionally, the rear thirty (30') feet of each Lot shall not be cleared and shall remain in its natural habitat to serve as a "buffer zone" between rear property line owners.

ALL OF THE ABOVE ARE ADDITIONS TO THE RECORDED COVENANTS  
AND RESTRICTIONS

FILE: 99080435  
OR BOOK/PAGE 2690/98

Prepared by and Returned to:  
Vincent A. Cina  
4835 SW 101<sup>st</sup> Lane  
Ocala, FL 34481

David R. Ellspermann, Clerk of Court Marion County  
DATE: 02/20/2002 02:23:09 PM  
FILE NUM 2002019581 OR BK/PG 03112/0297  
RECORDING FEES 10.50

**CERTIFICATE OF AMENDMENT  
TO THE COVENANTS AND RESTRICTIONS  
FOR KINGSLAND COUNTRY ESTATES, SPECIFIC TO  
FOREST GLENN, SEC 33 TWP 16 RGE 21 PLAT BOOK P PAGE 001**

I HEREBY CERTIFY THAT the attached amendment to the Covenants and Restrictions for Kingsland Country Estates, Forest Glenn as described in O.R. Book 594 Pages 359 thru 369 and O.R. Book 2690 Pages 97 & 98 of the Public Records of Marion County, Florida, is made by the Kingsland Property Owners Association, Inc., a Florida corporation, pursuant to its authority under said Covenants and Restrictions.

The attached amendment to the Covenants and Restrictions for Kingsland Country Estates as delineated in the paragraph above is hereby ratified and confirmed for incorporation into the Covenants and Restrictions governing the Kingsland Country Estates, specific to Forest Glenn, Section 33 only, per plats recorded in the Public Records of Marion County, Florida as identified in the Covenants and Restrictions identified above.

IN WITNESS WHEREOF, I have affixed my hand the 14<sup>th</sup> day of June, 2001, at Marion County Florida.

Witnesses:

KINGSLAND PROPERTY OWNERS  
ASSOCIATION, INC.

Linda Burr

Print Name: Linda Burr

By Vincent A. Cina, Pres.

Vincent A. Cina, President

Kathryn A. Alberts

Print Name: Kathryn A. Alberts

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Vincent Cina, to me know to be the President of KINGSLAND PROPERTY OWNERS ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such authorized agent, under authority vested in him by said corporation. He is personally know to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid the 14<sup>th</sup> day of June, 2001.

Linda Burr

NOTARY PUBLIC

Commission # CC 983863

My Commission expires: Jan. 11, 2005

**AMENDMENT # 4 TO COVENANTS AND RESTRICTIONS FOR  
KINGSLAND COUNTRY ESTATES, SPECIFIC TO  
FOREST GLENN, SEC 33,  
**O.R. BOOK 594, PAGES 359 THROUGH 369 AND  
OR BOOK/PAGE 2690/97 & 98****

Amendment to article I. Single Family Residence Restrictions,  
Section 2. Building Area, as follows:

2. Building Area. No residence shall be constructed containing less than 1400 square feet of living area, inside of walls, excluding porches, 2 car garage, terrace, patios and storage area.

AND

Amendment to Article II. General Restrictions, Section 9. Landscaping, as follows:

9. Landscaping. In addition to the 30' "Buffer Zone" at the rear property line as described in O.R. Book 2690, Page 98, all Lots must be completely sodded from the building to the pavement and to all side Lot lines and to the 30' natural buffer. This applies to Lots in Kingsland Country Estates, Forest Glenn Sec 33 Twp 16 Rge 21 Plat Book P Page 001. Also all of the mailboxes shall be of a uniform design and supplied by the builder to insure such. The intent of these restrictions is to protect desirable trees anywhere on the Lot and to have a finished construction site that is completely sodded with an attractive uniform mailbox.

**CERTIFICATE OF AMENDMENT TO KINGSLAND  
COUNTRY ESTATES  
COVENANTS AND RESTRICTIONS**

KNOWN ALL MEN BY THESE PRESENTS:

That on this 3<sup>rd</sup> day of September, 2002, the undersigned, KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter the "Association"), pursuant to Chapter 720, Florida Statute and the KINGSLAND COUNTRY ESTATES COVENANTS AND RESTRICTIONS, originally recorded in Official Records Book 594, Page 359, et seq. of the Public Records of Marion County, Florida, as amended (hereinafter referred to as the "Declaration"), hereby certifies that the Amendments to the Declaration, which Amendments are attached hereto and by reference made a part hereof, were duly adopted on the 3<sup>rd</sup> day of September, 2002. Said Amendments to Article C, Section 1 and Article D, Section 2 of the Declaration was approved pursuant to Article D, Section 1 of the Declaration. More specifically, Article C, Section 1 and Article D, Section were amended by the affirmative vote of a majority of the owners of all lots or tracts as described in the Declaration at a general meeting of the Association's members. Said Amendments were properly noticed pursuant to Article III, Section 3.09 of the Bylaws of Kingsland County Property Owners Association, Inc. (hereinafter the "Bylaws"). Said Notice stated the date, time, place and purpose of the meeting.

The Association is a homeowners' association as defined by Chapter 720, Florida Statutes.

**IN WITNESS HEREOF, KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2002.**

Signed, sealed and delivered  
In the presences of:

KINGSLAND COUNTRY PROPERTY OWNERS  
ASSOCIATION, INC. a Florida Not-for-profit  
Corporation.

Robert Bradshaw

(Sign)

Robert L Bradshaw

(Print)

Emily Heishman

(Sign)

Emily Heishman

(Print)

BY: Willard Higgins

(Signature)

Willard Higgins, President

Willard Higgins

(Print Name)

ATTEST: Robert L Palmiter

Title: Secretary

Print Name: Robert L Palmiter



STATE OF FLORIDA  
COUNTY OF MARION

The foregoing Certificate of Amendment to the Kingsland Country Estates Covenants and Restrictions was acknowledged before me this 9 day of September 2002, by Willard Higgins, as President of KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the not-for-profit corporation, ( ☒ ) who is personally known to me; or ( ☐ ) who has produced \_\_\_\_\_ as identification.

**NOTARY PUBLIC**

*Sebrina L Hensley*

State of Florida, At Large

MY COMMISSION # CC 915115

EXPIRES: March 1, 2004

**AMENDMENT TO  
KINGSLAND COUNTRY ESTATES  
COVENANTS AND RESTRICTIONS**

The following amendments are made to the Kingsland Country Estate Covenants and Restrictions (hereinafter referred to as the "Declaration").

Article C, Section 1 of the Declaration is hereby amended as follows:

C. Provisions for Maintenance and Upkeep

1. Each and every of said lots which has been conveyed by warranty deed from the Subdivider or which has been leased from the Subdivider, except lots or lands dedicated, reserved, taken or sold for public improvements or use, shall be subject to the service fees as are hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for the funds is Kingsland Property Owners Association, Inc. (hereinafter called Service Corporation), a non-profit Florida corporation. The operation of the Service Corporation shall be governed by its By-Laws, as amended, a copy of which is attached hereto. No modification or amendment to the By-Laws of said corporation shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth herein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any lot or which would change sub-paragraph 3 herein pertaining to the amount and fixing of fees.

Article D, Section 2 is hereby amended as follows:

2. The By-Laws of Kingsland Country Property Owners Association, Inc., a non-profit Florida corporation, are hereby annexed to and made a part of these covenants and restrictions and may be amended at a meeting of the Board of Directors of Service Corporation, by a vote of a majority of a quorum of said Board of Directors present in person or by proxy.



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO

DATE: 07/07/2015 11:34:19 AM

FILE #: 2015060771 OR BK 6237 PGS 806-823

REC FEES: \$154.50 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0

**KINGSLAND COUNTRY PROPERTY OWNERS  
ASSOCIATION, INC.**

# BYLAWS

**BYLAWS**  
**KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC.**  
**A Not for Profit Florida Corporation**

Introduction

These Bylaws constitute the code of rules adopted by Kingsland Country Property Owners Association, Inc., for the regulation and management of its affairs. This corporation will have the purposes and powers as are now or may be granted hereafter by law.

These Bylaws are recorded in the Public Records of Marion County, Florida, at Official Record Book 03234, Pages 1922 - 1937; amendments thereto at Official Record Book 03581, Pages 571 - 573 ; Official Record Book 6221, Pages 173 - 176; and restatement at Official Record Book ~~6237~~ ; Pages ~~806 - 823~~.

The primary purposes of this corporation are to provide for the maintenance, preservation and architectural control of the residents' parcels, homes, and common areas in an appurtenant community known as KINGSLAND COUNTRY ESTATES, WHISPERING PINES, MARCO POLO VILLAGE I, MARCO POLO VILLAGE II, AND FOREST GLENN of Marion County, Florida; for the health safety and welfare of the residents within the above described community including any and all units, divisions, or additions thereto as may hereafter be brought within the jurisdiction of the corporation as herein specified; and to protect the general privacy of the residences and its owners as may be allowed under the law.

**ARTICLE I**  
**GENERAL**

Section 1. NAME

The name of the corporation shall be Kingsland Country Property Owners Association, Inc. hereinafter referred to as KCPOA.

Section 2. MAILING ADDRESS

The mailing address of KCPOA is 7500 SW 61<sup>st</sup> Avenue, Suite 300, Ocala, FL 34476 or at such other place as may be subsequently designated by the Board of Directors.

### Section 3. REGISTERED AGENT

For the purpose of service of process, KCPOA shall designate a resident agent or agents, which designation may be changed from time to time and his or their office shall be deemed an office of KCPOA for the purpose of process.

### Section 4. DEFINITIONS

A. References to the lots, tracts, or parcels of land shall mean the same in the various Declarations of Restrictions, affecting property located in Kingsland Country Estates, Whispering Pines, Marco Polo Village I, Marco Polo Village II, and Forest Glenn, Marion County, Florida, (hereinafter referred to as the Deed Restrictions) made by Kingsland, Inc., an Illinois Corporation or its successors or assigns, and recorded or intended to be recorded, or recorded in the future in the Official Records of Marion County, Florida.

B. Governing documents shall mean:

1) the recorded declaration of covenants, and all adopted and recorded amendments, supplements, and recorded exhibits;

2) the articles of incorporation and bylaws and any adopted amendments; and

3) the rules and regulations adopted under the authority of the recorded declaration, articles of incorporation, or bylaws and any adopted amendments.

## **ARTICLE II DIRECTORS**

### Section 1. NUMBER AND TERM

KCPOA shall be governed by a Board of Directors consisting of a minimum of seven (7) and may have up to eleven (11) members. The quorum will remain at four (4) to conduct any necessary business of KCPOA under the statutes and bylaws. The terms of office for the seven Directors shall be staggered three (3) year terms. Any additional Directors will serve one (1) or two (2) year terms. The terms of office shall be based on the date of the annual meeting by a vote of the members entitled to vote. To serve as a member of the Board of Directors, a person must be a member in good standing.

### Section 2. ELECTIONS

A. All members of KCPOA who are in good standing are eligible to serve on the board of directors, and members may nominate himself or herself as a



candidate for the board at a meeting where the election is to be held unless KCPOA allows candidates to be nominated in advance of the meeting. An election is not required unless more candidates are nominated than vacancies exist.

B. A member who is delinquent in the payment of any fee, fine, or other monetary obligation to KCPOA on the day that he or she could last nominate himself or herself or be nominated for the board may not seek election to the board, and his or her name shall not be listed on the ballot.

C. A member who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the board and is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such member seeks election to the board. The validity of any action by the board is not affected if it is later determined that a member was ineligible to seek election to the board or that a member of the board is ineligible for board membership.

### Section 3. VACANCY AND REPLACEMENT

Except as otherwise set forth herein and in the Charter, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

### Section 4. REMOVAL and TERMINATION

A. A director serving on the Board may be removed for cause by a majority vote of the Board of Directors. "For cause" includes, but is not limited to, failure to attend 3 meetings in a row; conflict of interest; convicted felon; unethical behavior; consistent disruption of meetings; unwillingness to let the majority prevail; or preventing the Board from functioning effectively.

B. A director who becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the association shall be deemed to have abandoned his/her seat on the Board, creating a vacancy on the Board to be filled according to Article II, Section 3.

## Section 5. POWERS

The property and business of KCPOA shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited in statute, the Certificate of Incorporation, these Bylaws or the Deed Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

- A. To make and collect fees as set forth in the Deed Restrictions, and establish time within which payments of same are due, subject, however to the requirements set forth in the Deed Restrictions.
- B. To use and expend the fees collected for those purposes set forth in the Deed Restrictions.
- C. To purchase the necessary furniture, equipment, and tools necessary or incidental to the business and purposes of KCPOA. If an expenditure exceeds or may have the potential to exceed \$1000.00 (one thousand) and is not included in the annual budget or is an amount greater than what is incidental or normal to the immediate business and purposes of KCPOA, said expenditure or expenditures shall be approved or disapproved by those attending the General Meeting.
- D. To collect fines, fees and other monetary obligations owed to KCPOA by suit or otherwise.
- E. To employ such personnel as may be necessary or incident in order to carry out the purposes and functions of KCPOA.
- F. To enter into such contracts, and bind KCPOA hereby as the Board of Directors, including contracts with a member.
- G. To make reasonable rules and regulations for the collections of the fees.
- H. To establish an annual budget, such budget to be approved or disapproved by those attending the General Meeting when such budget is presented.

## Section 6. ASSESSMENTS

To have and exercise any and all powers, rights and privileges which a not for profit may be organized to pursuant to the laws of the State of Florida. (Article of Incorporation 3.01, Paragraph i).



A. 1.5 (The Law of Florida Homeowners' Association) To fund the operations and special needs of a homeowners' association, each parcel owner is required to contribute a proportionate share of the costs and expenses. Each owner's proportionate share of the annual budget and the general operations and obligations of the association is referred to in statute as an assessment or an amenity fee. The assessments or amenity fees may be payable to the association. Under the statutes, and the Documents governing the community, and fees or assessments remaining unpaid by a parcel owner may become a lien on the parcel until the assessment is paid.

B. These assessments or charges will be called Kingsland Country Property Owners Association Inc. fees.

#### Section 7. COMPENSATION

Directors, officers, and committee members may not directly receive any salary or compensation from KCPOA for the performance of duties as a director, officer or committee member and may not in any other way benefit financially from service to KCPOA but may receive reimbursement for out of pocket expenses incurred in the actual performance of their duties.

#### Section 8. MEETINGS

A. The first meeting of each newly elected Board shall be held immediately upon adjournment of the meeting at which they were elected provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the meeting of the voting members and immediately after adjournment of same.

B. The Board of Directors shall set the dates, times and place for holding monthly meetings of the Board of Directors and such meetings shall be noticed pursuant to Bylaw, Article VI, Section 1.

C. Special meetings shall be held whenever called by the Board President or a majority of the Board or a majority of the voting membership. The Secretary shall give notice of each special meeting by posting on the KCPOA website or by placement of signs at the 4 corners of KCPOA (one at the corner of SW 49 Ave. and SW 103 St. Rd, one at the corner of SW 49 Ave. and SW 115 St. Rd., one at the corner of SW 115 St. Rd. and SW 62 Ave. Rd. and one at the corner of SW 62 Ave Rd. and SW 103 St. Rd.)

D. The quorum at a meeting of the Board of Directors shall be 4 Directors in good standing to conduct any necessary business of KCPOA under the statutes and bylaws.



E. The Board of Directors can conduct emergency meetings due to extraordinary circumstances that require immediate Board action. Any actions taken at an Emergency Board meeting must later be ratified at a regular Board meeting.

F. Directors may not vote by proxy or by secret ballot at Board of Directors meetings except that secret ballots may be used in the election of officers.

G. A board director or committee member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such director or committee member may vote as if physically present. A speaker must be used so that the conversation may be heard by the board directors or committee members attending in person.

#### Section 9. ORDER OF BUSINESS

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

- A. Roll Call
- B. Reading of the Minutes of last meeting
- C. Resignations and election
- D. Reports of officers and employees
- E. Reports of Committee
- F. Unfinished business
- G. Consideration of Communications
- H. Original resolutions and new business

#### Section 10. ANNUAL STATEMENT

The Board shall account to the members no less often than once each year commencing with the year 1982, as to the total fees collected from the members and as to the method of disbursement of the said funds.

### **ARTICLE III OFFICERS**

#### Section 1. EXECUTIVE OFFICERS

The executive officers of KCPOA shall be President, one or more Vice Presidents, Secretary and Treasurer, all of whom shall be elected annually by said board.

Any two of the offices may be united in one person, except that the President shall not also be the Secretary or an Assistance Secretary of KCPOA. The President shall be director ex officio unless elected by the Board. If the Board so determines, there may be more than one Vice President.

## Section 2. EXECUTIVE DIRECTOR AND SUBORDINATE OFFICERS

The Board of Directors may appoint an Executive Director and such other officers and agents as they may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board. The executive Director may perform such or all of the duties of other officers hereafter enumerated as may be from time to time prescribed by the Board.

## Section 3. TENURE OF OFFICERS; REMOVAL

All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of Subordinate officers and agents to any officer.

## Section 4. THE PRESIDENT

A. The President shall preside at all meetings of the voting membership and of the directors; shall have general and active management of the business of KCPOA; shall see that all orders and resolutions of the Board are carried into effect; shall execute Bonds, mortgages and other contracts requiring a seal, under the seal of KCPOA; the seal when affixed shall be attested by the signature of the Secretary or Assistant Secretary.

B. The President shall have general supervision and direction of all the other officers of KCPOA and shall see, to the best of the President's ability, that their duties are performed properly.

C. The President shall submit a report of the operations of KCPOA for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within the President's knowledge which the interest of KCPOA may require to be brought to their notice.

D. The President shall be an ex officio member of the committees, and shall have the general powers and duties of supervision and management usually vested in the office of the president of a corporation.

## Section 5. THE VICE PRESIDENT

The Vice President shall be vested with all the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the President of the Board of Directors.



#### Section 6. THE SECRETARY

- A. The Secretary shall keep the minutes of the meetings of the voting membership and of the Board of Directors meetings in one or more books provided for that purpose.
- B. The Secretary shall see that all notices are duly given in accordance with the provisions of the Bylaws or as required by law.
- C. The Secretary shall be custodian of the corporate records and of the seal of KCPOA and shall see that the seal of KCPOA is affixed to all documents, the execution of which on behalf of KCPOA under its seal is duly authorized in accordance with the provisions of these bylaws.
- D. The Secretary shall keep a register of the post office address of each member.
- E. In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors or as set forth in the Deed Restrictions.

#### Section 7. THE TREASURER

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to KCPOA and shall deposit all monies and other valuable effects in the name and to the credit of KCPOA in such depositories as may be designated by the Board of Directors.
- B. The Treasurer shall disburse the funds of KCPOA as ordered by the President or the Board, taking proper vouchers for such disbursements and shall render to the President and Directors at all the regular meetings of the Board, or whenever they may require it, and account for all of the transactions as Treasurer and of the financial condition of KCPOA.
- C. The Treasurer may be required to give KCPOA a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of the Treasurer's office, of all books, papers, vouchers, money or other property of whatever kind in the Treasurer's possession belonging to KCPOA. KCPOA shall pay all premiums for issuance of said bond.

#### Section 8. VACANCIES

If the office of the President, Vice President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor

or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. RESIGNATIONS

Any director or other officer may resign his/her office at any time, such resignation to be made in writing and to take effect from the time of its receipt by KCPOA unless some time be fixed in the resignation and then from that date. The acceptance of the resignation shall not be required to make it effective.

Section 10. COMMITTEES OF THE BOARD

The Board of Directors may establish committees as deemed necessary to carry out the activities of KCPOA. All committees shall be appointed by the Board. Members in good standing can be appointed by the Board to a committee. A designated Board member will be assigned to each committee and will serve as the chairperson. Any committee member may be removed by the Board of Directors upon motion and majority vote.

## **ARTICLE IV MEMBERSHIP**

Section 1. DEFINITION

Each owner of a lot, tract or parcel shall be a member of KCPOA and membership in KCPOA shall be limited to such lot owner. An Owner will cease to be a member of KCPOA upon the sale, transfer or disposition of the member's lot or parcel.

Section 2. CLASS AND VOTING

KCPOA will have one class of members. Each member, in good standing, shall be entitled to a total of one vote regardless of the number of lots or parcels owned. In the event a lot or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one vote which shall be exercised by the owner or person designated by the owner(s) as one entitled to cast the vote for the membership concerned.

Section 3. PROXY VOTING

A member in good standing may vote in person, or may vote by proxy executed in writing by the member or the member's attorney in fact. A copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the



original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy. An appointment of a proxy is not valid after 11 months following the date of its execution unless otherwise provided in the proxy.

#### Section 4. ELECTRONIC VOTING

KCPOA may conduct elections and any matter that requires a vote of the members through an internet-based online voting system if a member consents, in writing, to online voting and if the following requirements are met:

A. KCPOA provides each member with a method to confirm, at least 14 days before the voting deadline, that the member's electronic device can successfully communicate with the online voting system; and

B. KCPOA's online voting system is able to store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.

C. The Board of Directors shall provide for and authorize an online voting system by a board resolution.

D. A member voting electronically shall be counted as being in attendance at the meeting for purposes of determining a quorum.

#### Section 5. TRANSFER OF MEMBERSHIP AND OWNERSHIP

Membership in KCPOA may be transferred only as an incident of transfer of a lot or parcel and such transfers shall be subject to the procedures set forth in the Declarations.

#### Section 6. MEMBER IN GOOD STANDING

A member shall be considered in good standing if:

A. No fee, fine, or other monetary obligation to KCPOA is owed.

B. No Covenants & Restrictions violations are noted and not cleared on any property owned by the member.

## **ARTICLE V MEETINGS**

#### Section 1. PLACE

All meetings of the voting membership shall be held at such place in Marion County, Florida as designated by the Board of Directors.

Section 2. ANNUAL MEETINGS

A. The annual meeting of the members will be held in March of each year, or such prior or later time as the Board of Directors may determine.

B. At the annual meeting, members in good standing shall elect a Board of 7 Directors as provided for in Bylaw, Article II Section 1, and transact such other business as may properly come before the meeting.

Section 3. GENERAL MEETINGS

A. General Membership meetings may be held twice each calendar year.

B. Fifteen (15) members in good standing will constitute a membership quorum for annual and general meetings.

Section 4. SPECIAL MEETINGS

Special meetings of the voting membership for any purpose may be called by the President, a majority of the Board of Directors or by a majority of voting membership. Such requests shall state the purpose or purposes of the proposed meeting.

## **ARTICLE VI NOTICES**

Section 1. ASSOCIATION NOTICES

A. Notice of meetings shall be provided in one of the following manners, except in an emergency:

1. posted in a conspicuous place in the community at least 48 hours in advance of a meeting;

2. mailed or delivered to each member at least 7 days before the meeting;

3. publication in a newspaper of general circulation at least 7 days before the meeting;

4. yearly provision of a schedule of meetings;

5. posting on KCPOA's website at least 7 days before the meeting; or

6. electronic transmission at least 7 days before the meeting, however, a member must consent in writing to receiving notice by electronic transmission.



## Section 2. ELECTRONIC TRANSMISSION OF NOTICES

A. "Electronic Transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, that created a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through automated process such as a printer or a copy machine. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.

B. Consent and Revocation of Consent. In order to be effective, any consent given by a member to receive via electronic transmission, and any revocation of consent, must be in writing and must be signed by the member or a person holding a power of attorney for the member. Consent or revocation of consent may be delivered to the association via electronic transmission, by hand delivery, by United States mail, or by other commercial delivery service.

C. Delivery of Consent or Revocation of Consent. Any consent given by a member to receive notices via electronic transmission must be actually received by a current officer, board member or manager of KCPOA, or by KCPOA's registered agent.

D. Automatic Revocation of Consent. Consent shall be automatically revoked if KCPOA is unsuccessful in providing notice via electronic transmission for two consecutive transmissions to a member, if and when KCPOA becomes aware of such electronic failure.

E. Attachments and Other Information. In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.

F. Effect of Sending Electronic Meeting Notice. Notice of a meeting is effective when sent by KCPOA, regardless of when the notice is actually received by the member, if directed to the correct address, location or number, or if posted on a web site or internet location to which the member has consented. The member, by consenting to notice via electronic transmissions, accepts the risk of not receiving electronic notice, so long as KCPOA correctly directed the transmission to the address, number or location provided by the member.

## Section 3. SERVICE OF NOTICE – WAIVER

Whenever any notice is required to be given under the provisions of the statutes or of the Deed Restrictions or the Certificate of Incorporation or of these Bylaws,

a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 4. ADDRESS

The address for notice to KCPOA is 7500 SW 61<sup>st</sup> Avenue, Suite 300, Ocala, FL 34476 or at such other place as may be subsequently designated by the Board of Directors.

## **ARTICLE VII FINANCES**

Section 1. FISCAL YEAR

KCPOA shall operate upon the fiscal year beginning on January 1 and ending on December 31.

Section 2. CHECKS

All checks or demands for money and not of KCPOA shall be signed by any two of the following officers: President, Vice President, Secretary, or Treasurer or such other person or persons as the Board of Directors may from time to time designate.

## **ARTICLE IX NO STOCK**

KCPOA shall never have or issue shares of stock and/or certificates of membership.

## **ARTICLE X DEFAULT**

In the event a lot or parcel owner does not pay any fee, fine, or other monetary obligation owed to KCPOA at the time same may be due, KCPOA, acting on its own behalf or through its Board of Directors or their agents may enforce it by lien for the fee, fine or other monetary obligation owed or take such other action to recover the fee, fine, or other monetary obligation to which it is entitled in accordance with the Deed Restrictions and any statutes made and provided. If an action of foreclosure is brought against the owner of a lot or parcel for non-payment of monies due to KCPOA and as a result thereof, the interest of said



owner in and to the lot or parcel is sold, then the owner will thereupon cease to be a member of KCPOA.

If KCPOA becomes the owner of a lot or parcel by reason of foreclosure, it shall offer said lot or parcel for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due to KCPOA for the fees, costs, or other monetary obligations, all cost incurred in the bringing of the foreclosure suit, including reasonable attorneys fees and any and all expenses incurred in the resale of the lot or parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the improvements, if any, on the lot. All monies remaining after deducting the foregoing items or expenses shall be returned to the former owner of the lot or parcel in question.

## **ARTICLE XI MISCELLANEOUS**

### **Section 1. BINDING KCPOA**

No lot or parcel owner or member, except as an officer of KCPOA shall have the authority to act for KCPOA or bind KCPOA.

### **Section 2. INVALIDITY**

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

## **ARTICLE XII AMENDMENT OF ARTICLES OF INCORPORATION**

The power to alter, amend or repeal the Articles of Incorporation is vested in the Board of Directors and the members. Such action must be taken in the Articles of Incorporation.

## **ARTICLE XIII MODIFICATION OF BYLAWS**

The power to alter, amend or repeal these Bylaws or to adopt new Bylaws insofar as is allowed by law, is vested in the Board of Directors.

## **ARTICLE XIV CONSTRUCTION**

In the event any discrepancies exist between these Bylaws and the Covenants & Restrictions and Articles of Incorporation of the Kingsland Country Property Owners Association, Inc., the Covenants & Restrictions and Articles of Incorporation shall prevail.

## **ARTICLE XV ENFORCEMENT OF COVENANTS & RESTRICTIONS**

The enforcement of the covenants and restrictions shall be dealt with in a manner as expeditiously and fairly as possible.

The Board of Directors shall designate one of its board members as the Chairperson of the Grievance Committee. The role of the Grievance Committee is limited to determining whether to confirm or reject a fine or suspension levied by the board.

Under Section 720.305(2), F.S., a reasonable fine may be levied against the violator. This fine shall not exceed \$100 per violation against any member or any tenant, guest, or invitee. The fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine of less than \$1,000 may not become a lien against a parcel.

A fine or suspension may not be imposed by the board without notice of at least (14) days to the person sought to be fined or suspended and an opportunity for hearing before the Grievance Committee which shall be made up of at least three 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 committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Such request for a hearing shall be made in writing by the violator within fourteen (14) days of receipt of said notice. If such request is not made in writing by the violator within the fourteen (14) day period such fine shall be imposed automatically.



Prepared by:  
**Lorenzo Ramunno, Esq.**  
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**CERTIFICATE OF AMENDMENTS  
TO BYLAWS OF  
KINGSLAND COUNTRY PROPERTY OWNERS ASSOCIATION, INC.**

**WHEREAS**, the Bylaws of Kingsland Country Property Owners Association, Inc., was originally recorded in Official Records Book 594, Pages 359 through 377 of the Public Records of Marion County, Florida;

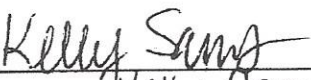
**WHEREAS**, the Bylaws of Kingsland Country Property Owners Association, Inc., were amended which amendments were recorded in Official Record Book 03581, Pages 571 - 573 and Official Record Book 6221, Pages 173 - 176 of the Public Records of Marion County, Florida;

**WHEREAS**, pursuant to Article XIII of the Bylaws the power to alter, amend, or repeal the Bylaws or to adopt new Bylaws as is allowed by law is vested in the Board of Directors;

**NOW THEREFORE**, the undersigned, Kingsland Country Property Owners Association, Inc., by and through its Board of Directors, pursuant to Chapter 720, Fla. Stat., and its Bylaws, hereby certifies that the amendments to Bylaws, attached hereto as the complete restatement of Bylaws, was amended and duly adopted at a regularly scheduled meeting of the Board of Directors held on June 30, 2015 by unanimous vote of the following Directors in attendance at said official meeting: Robert Byers, Christopher Murphree, Brenda Carroll, Wayne Zimmer, Jan Breuninger, and Trina Sherrets.

Signed, sealed and delivered in  
the presence of:

KINGSLAND COUNTRY PROPERTY  
OWNERS ASSOCIATION, INC.

  
Print name Kelly Sams

By:   
ROBERT BYERS, President



Signed, sealed and delivered in  
the presence of:

ATTEST:

Kelly Sams  
Print name Kelly Sams

By: Chris Murphree  
CHRIS MURPRHEE, Vice President

STATE OF FLORIDA  
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 6 day of July, 2015, by ROBERT BYERS and CHRIS MURPHREE, as President and Vice President, respectively, of Kingsland Country Property Owners Association, Inc., are personally known to me or have produced Florida Drivers Licenses as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendments to the Bylaws of Kingsland Country Property Owners Association, Inc. and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation, in the presence of two witnesses named herein.



Kelly Sams  
NOTARY PUBLIC, State of Florida  
My Commission Expires: