

be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the consent of Declarant, if required, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the public records of the County. Within thirty (30) days after recording an amendment to the Declaration, the Association shall provide copies of the amendment to the Members. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time and from time to time, with the joinder of members, to correct scrivener's errors. Further, notwithstanding any provision of this Article to the contrary (including the previous sentence), any amendment to this Declaration that alters the Master Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Property, must have the prior approval of the St. Johns River Water Management District.

ARTICLE XIII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, any amendment to this Declaration which alters the Master Stormwater Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Master Stormwater Management System for the Property.

ARTICLE XIV

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records of the County, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by

the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the public records of the County.

ARTICLE XV **APPLICABILITY OF DECLARATION AFTER DISSOLUTION**

In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of the Declaration, including, without limitation, the provisions respecting assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for assessments to the extent that assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Property. The provisions of this Article only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Common Property and continue to be so used for the common use and enjoyment of the Owners.

ARTICLE XVI **ENFORCEMENT**

1. **Remedies.** If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built or there shall exist on any Lot any structure, thing or condition which violates this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an individual assessment to be treated and collected as set forth in Article VII, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the agents or employees of either, liable for any damages on account thereof. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Stormwater Management System.

In addition to the enforcement rights of the Declarant and the Association as set forth elsewhere in this Declaration, the District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association and/or any CDD

created with regard to the Community, as applicable, to compel the correction of any outstanding problems with the Master Stormwater Management System which are in violation of Article X, Section 11 hereof. As provided in Article IV, Section 10 above, in the event of termination, dissolution or final liquidation of the Association or the CDD, as the case may be, the responsibility for the operation and maintenance of the Master Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the District prior to such termination, dissolution or liquidation.

2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

3. Dispute Resolution. All disputes involving this Declaration shall be resolved as provided in Florida Statutes, Section 720.311, as it now exists and may hereafter be amended.

4. Notices. All notices shall be in writing. Any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices may be sent by like method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Association at its address last registered with the Office of the Secretary of State, State of Florida.

ARTICLE XVII

DECLARANT'S ADDITIONAL RIGHTS

1. Declarant's Rights; Obligation of Cooperation by Association. Until such time as Declarant and any Builder have completed all of the contemplated improvements and have sold all of the Lots within the Community to third parties, the following provisions shall apply and control notwithstanding any provisions contained in this Declaration to the contrary:

a. The Association hereby grants the Declarant an easement, assignable by the Declarant, across all Common Property and additions to Common Property, for the construction of water, sewer, drainage, water retention, reclaimed water, irrigation, telecommunication services, gas and electric facilities; for the installation of any other utility, community system and service or facility deemed by Declarant (or Builders to the extent designated by Declarant) necessary or desirable for the development of the Properties and Common Property; and for the conduct of all construction, sales and marketing activities deemed necessary or desirable by the Declarant (or Builders to the extent designated by Declarant).

b. The Association grants the Declarant the right to alter the boundaries of the Common Property whether or not they have been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Property. The Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any document, plat,

deed or other written instrument necessary or convenient to accomplish the addition of Common Property and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Property. Such appointment shall be deemed coupled with an interest and irrevocable.

c. Neither the Association nor its Members, nor the use of the Common Property by the Association or its Members, shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant of Lots or Builders of Dwellings within the Community.

d. Declarant reserves and the Association grants to Declarant and Builders authorized by Declarant the right to make such use of Lots and the Common Property, as may facilitate completion and sale of Lots by the Declarant and authorized Builders. Without limiting the foregoing, Declarant and authorized Builders shall have the right to maintain a sales office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building) on Lots or on the Common Property, which, notwithstanding anything in this Declaration to the contrary, may be fenced during its ownership by Declarant and authorized Builders. Upon sale of any model home for residential use, the garage shall be restored to be used for vehicular parking and all temporary improvements such as fencing, flags and signage shall be removed. Declarant and authorized Builders further shall have the right to erect and maintain signs on Lots or on the Common Property, shall have the right to bring prospective purchasers upon the Common Property, shall have the right to use the Common Property for any sales or marketing purposes, shall have the right to grant the right of use of the Common Property to any prospects or any other individuals or group in their sole discretion and shall be entitled to conduct all other marketing activities desired and authorized by Declarant. Within thirty (30) days of the final sale of a home by a Builder(s), the Builder(s) shall remove from the Property all marketing materials including, but not limited to, banners, placards and signage.

e. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration and no Rules and Regulation shall be adopted by the Association which shall modify the assessments or other charges on Declarant's Lots or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Property, delegation of use of the Common Property, or marketing and sale of the remaining Lots in the Community by Declarant or Builder, whether or not such activities are enumerated in the preceding paragraphs.

ARTICLE XVIII

DECLARATION OF COVENANTS, SURVIVAL AFTER TAX

DEED OR FORECLOSURE

All provisions of this Declaration shall survive and be enforceable after the issuance of a tax deed or master's deed, or upon the foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate, or tax lien as to each Lot, to the same extent that they would be enforceable against a voluntary grantee of title to the Lot immediately before the delivery of the tax deed or master's deed or immediately before the foreclosure.

ARTICLE XIX
PROSPECTIVE PURCHASERS SUBJECT TO ASSOCIATION
MEMBERSHIP REQUIREMENT; DISCLOSURE REQUIRED;
COVENANTS; ASSESSMENTS; CONTRACT CANCELLATION

1. a. A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY
 FOR
 CHAPARRAL HOMEOWNERS ASSOCIATION

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.

2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.

4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.

6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ _____ PER _____.

7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.

8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU

SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.

9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE: _____ PURCHASER: _____

The disclosure must be supplied by the Declarant or Builder, or by the parcel Owner if the sale is by an Owner that is not the Declarant or Builder. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

b. Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

c. If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within three (3) days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.


[Execution page follows.]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.


WITNESSES:

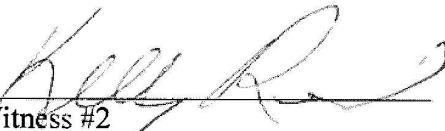
DECLARANT:

CHAPARRAL PROPERTIES, LLC
a Florida limited liability company



Witness #1
Lauren Parsons
Printed Name


By: _____
John Ryan
Its Manager

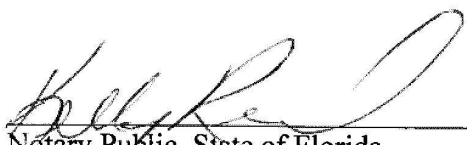


Witness #2
Kelley Remmel
Printed Name

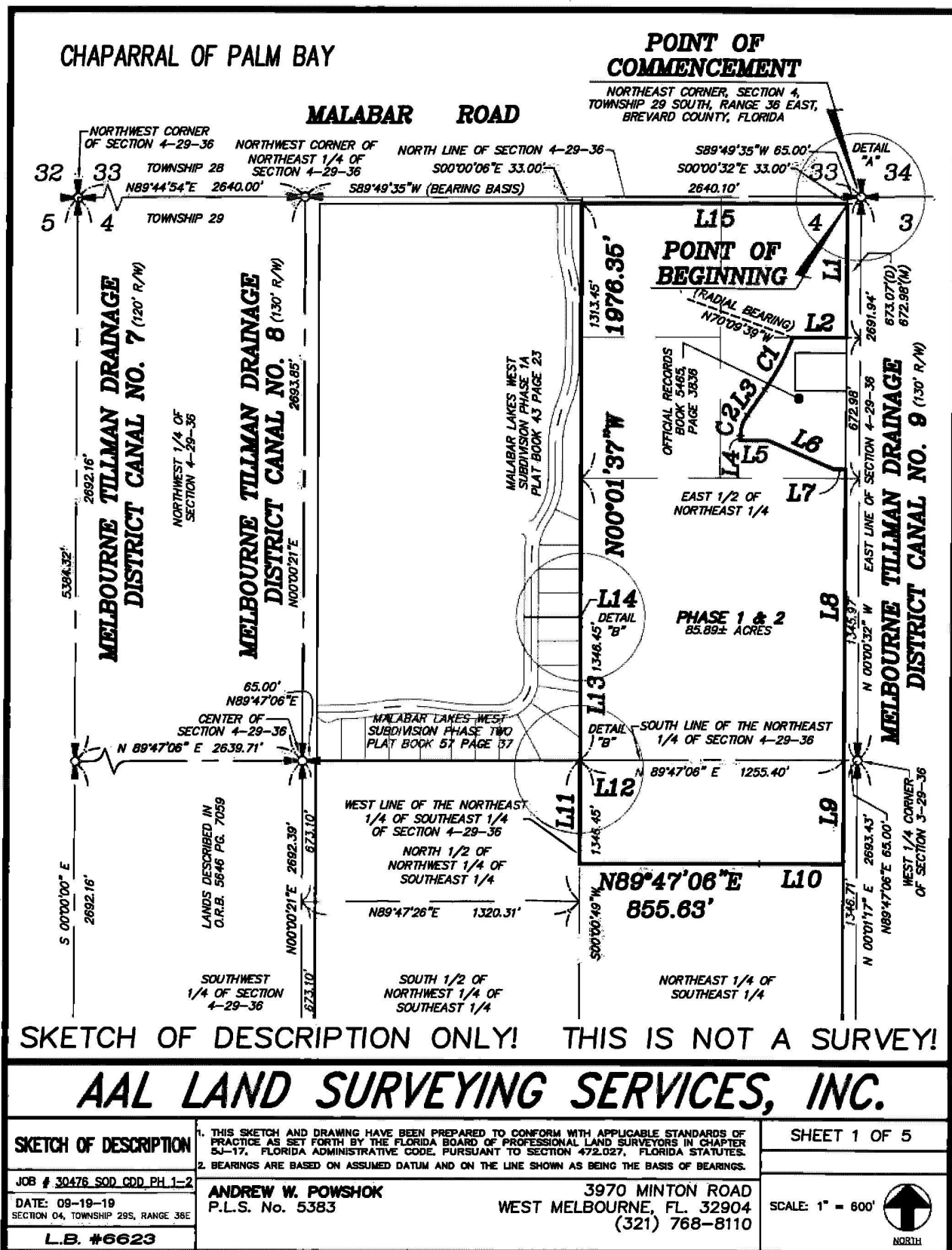
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

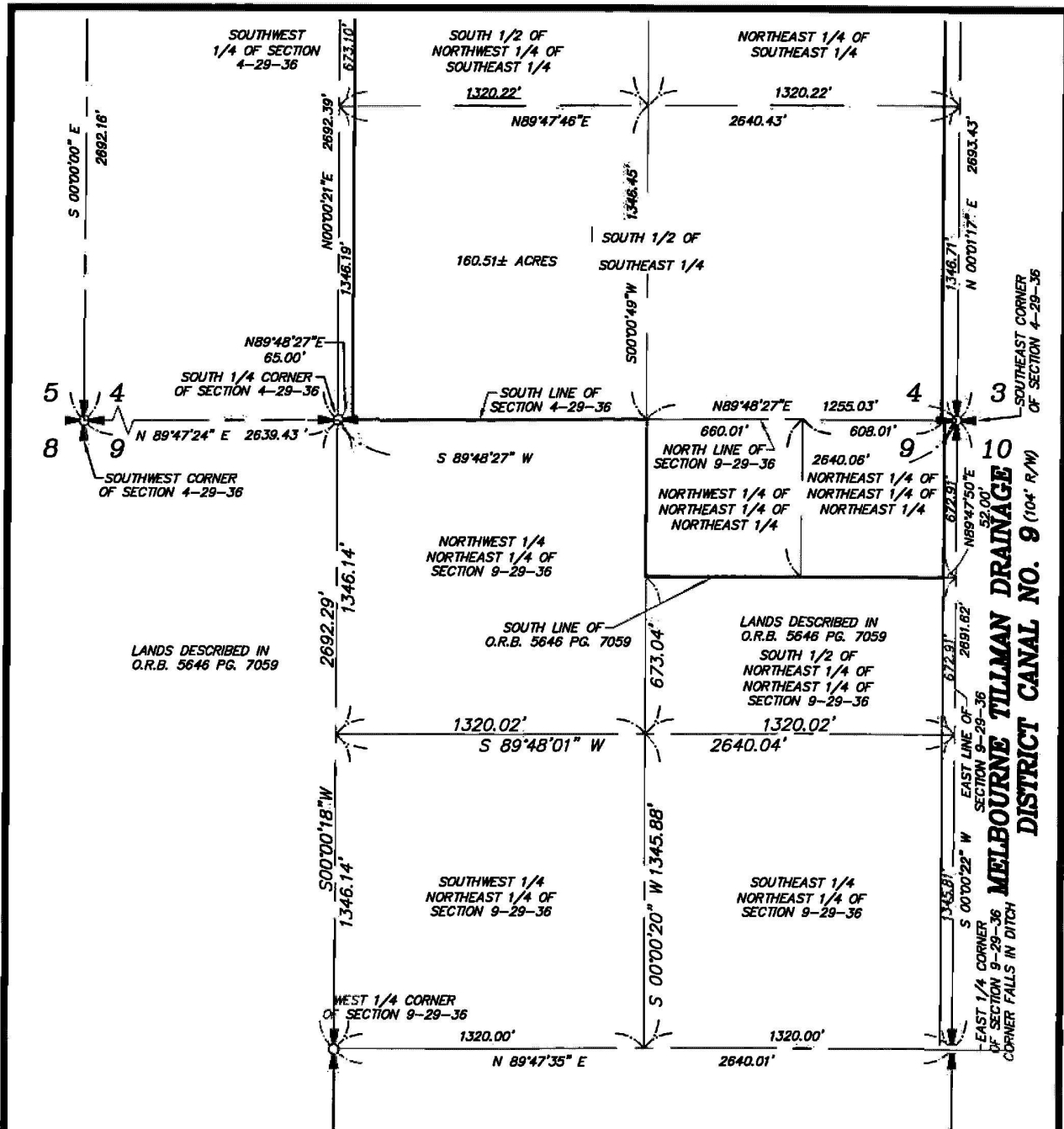
The foregoing instrument was acknowledged before me this 11 day of March, 2018, by John Ryan as Manager of CHAPARRAL PROPERTIES, LLC, a Florida limited liability company, on behalf of such company. He is personally known to me.





Notary Public, State of Florida
Printed name:
My Commission Expires:





AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

JOB # 30476 SOD GDD PH 1-2

DATE: 09-19-19
SECTION 04, TOWNSHIP 29S, RANGE 36E

L.B. #6623

SEE SHEET 1 FOR CERTIFICATION
NOT VALID WITHOUT SHEETS 1-9

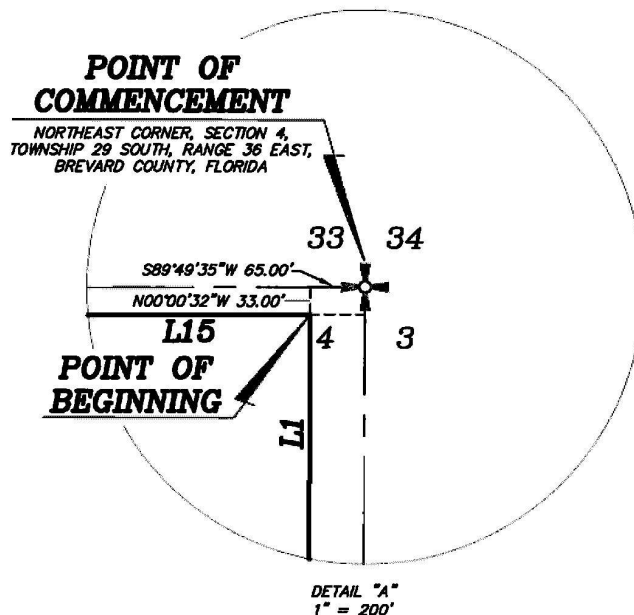
3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SHEET 2 OF 5

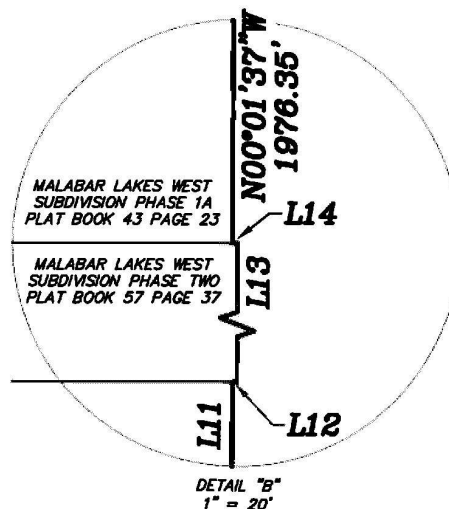
SCALE: 1" = 600'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'32"E	640.00'
L2	S89°48'58"W	252.69'
L3	S35°17'05"W	146.86'
L4	S00°00'31"E	23.81'
L5	N89°59'29"E	135.60'
L6	S66°20'23"E	336.04'
L7	N89°59'28"E	56.65'
L8	S00°00'32"E	1390.07'
L9	S00°01'17"W	496.29'
L10	N89°58'43"W	399.69'
L11	N00°00'49"E	494.43'
L12	N89°45'53"E	0.63'
L13	N00°01'04"E	683.74'
L14	S89°58'23"W	0.59'
L15	N89°49'35"E	1255.66'



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1055.00'	15°26'44"	284.40'
C2	170.00'	35°17'36"	104.72'



SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

SHEET 3 OF 5

JOB # 30476 SOD CDD PH 1-2

DATE: 09-19-19
SECTION 04, TOWNSHIP 29S, RANGE 36E

L.B. #6623

SEE SHEET 1 FOR CERTIFICATION
NOT VALID WITHOUT SHEETS 1-9

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SCALE: N/A



DESCRIPTION: CHAPARRAL

PHASES 1 AND 2

LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5827, PAGE 3621, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID LANDS LYING IN SECTIONS 4 AND 9, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH ⁸⁹49'35" WEST ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°00'32" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°00'32" EAST, ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 640.00 FEET; THENCE RUN ALONG THE NORTH, WESTERLY AND SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 3836, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR THE FOLLOWING EIGHT (8) CALLS: SOUTH 89°48'58" WEST, A DISTANCE OF 252.69 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°26'44", AND A RADIAL BEARING OF NORTH 70°09'39" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 284.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°17'05" WEST, A DISTANCE OF 146.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35°17'36", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 104.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'31" EAST, A DISTANCE OF 23.81 FEET; THENCE NORTH 89°59'29" EAST, A DISTANCE OF 135.60 FEET; THENCE SOUTH 66°20'23" EAST, A DISTANCE OF 336.04 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 56.65 FEET; THENCE SOUTH 00°00'32" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 1390.07 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST; THENCE SOUTH 00°01'17" WEST, A DISTANCE OF 496.29 FEET; THENCE NORTH 89°58'43" WEST, A DISTANCE OF 399.69 FEET; THENCE SOUTH 89°47'06" WEST, A DISTANCE OF 855.63 FEET;

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

JOB # 30476 SOD CDD PH 1-2

DATE: 09-19-19
SECTION 04, TOWN 29S, RANGE 36E, DISTRICT 1

L.B. #6623

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

SEE SHEET 1 FOR CERTIFICATION
NOT VALID WITHOUT SHEETS 1-9

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SHEET 4 OF 5

SCALE: N/A



THENCE NORTH 00°00'49" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 494.43 FEET TO THE SOUTH LINE OF MALABAR LAKES WEST SUBDIVISION PHASE TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 89°45'53" EAST ALONG SAID SOUTH LINE OF MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.63 FEET; THENCE NORTH 00°01'04" EAST, A DISTANCE OF 683.74 FEET; THENCE SOUTH 89°58'23" WEST, ALONG THE NORTH LINE OF SAID MALABAR LAKES WEST PHASE TWO, A DISTANCE OF 0.59 FEET TO THE SOUTHEAST CORNER OF MALABAR LAKES WEST SUBDIVISION PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 23, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°01'37" WEST, ALONG THE EAST LINE OF SAID MALABAR LAKES WEST PHASE 1A, A DISTANCE OF 1976.35 FEET; THENCE NORTH 89°49'35" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF MALABAR ROAD, A DISTANCE OF 1255.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 85.59 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.


SKETCH OF DESCRIPTION	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.	SHEET 5 OF 5
JOB # 30476 SOD CDD PH 1-2	SEE SHEET 1 FOR CERTIFICATION NOT VALID WITHOUT SHEETS 1-9	
DATE: 09-19-19 SECTION 04, TOWNSHIP 29S, RANGE 36E		SCALE: N/A
L.B. #6623	3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110	 NORTH

EXHIBIT "B"

ARTICLES

[Articles of Incorporation of Association attached.]

850-617-6381

10/3/2018 12:52:23 PM PAGE 2/002 Fax Server



October 3, 2018

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CHAPARRAL HOMEOWNERS ASSOCIATION, INC.
2502 N. ROCKY POINT DRIVE SUITE 1050
TAMPA, FL 33607

Re: Document Number N18000008634

The Amended and Restated Articles of Incorporation for CHAPARRAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on October 2, 2018.

The certification you requested is enclosed. To be official, the certificate for a certified copy must be attached to the original document that was electronically submitted under FAX audit number H18000285872.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Rebekah White
Regulatory Specialist II
Division of Corporations

Letter Number: 818A00020576



I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on October 2, 2018, for CHAPARRAL HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000285872. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N18000008634.

Authentication Code: 818A00020576-100318-N18000008634-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of October, 2018



Ken Detzner
Ken Detzner
Secretary of State

(((H18000285872 3)))

**ARTICLES OF RESTATEMENT
OF
CHAPARRAL HOMEOWNERS ASSOCIATION, INC.**

CHAPARRAL HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation organized and existing under the laws of the State of Florida (the "Corporation"), in order to amend and restate its Articles of Incorporation as now in effect, in accordance with the requirements of Section 617.1007 Florida Statutes, does hereby certify as follows:

1. The name of the Corporation is Chaparral Homeowners Association, Inc., and its Document Number with the Florida Department of State is N18000008634.
2. The Amended and Restated Articles of Incorporation filed together herewith are a complete restatement of the Corporation's Articles of Incorporation, and supersede in their entirety any and all prior Articles of Incorporation and amendments thereto filed with the State of Florida.
3. The Amended and Restated Articles of Incorporation filed together herewith were duly authorized, approved and adopted by all of the members of the Board of Directors by a unanimous written consent dated as of October 1, 2018, and the Corporation does not have any Members.
4. These Articles of Restatement of the Corporation, together with the following Amended and Restated Articles of Incorporation, shall be effective upon filing hereof with the Department of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Restatement of Chaparral Homeowners Association, Inc. as of the 1 day of October, 2018.

CHAPARRAL HOMEOWNERS ASSOCIATION,
INC.

By: John M. Ryan
John M. Ryan, President

(((H18000285872 3)))

(((H18000285872 3)))

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CHAPARRAL HOMEOWNERS ASSOCIATION, INC.,
a corporation not for profit**

The undersigned hereby makes, subscribes, acknowledges and files with the Department of State of Florida these Amended and Restated Articles of Incorporation.

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Chaparral Homeowners Association, Inc., a corporation not for profit organized under Chapter 617 of the Florida Statutes (hereinafter referred to as the "Association").

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The principal office and mailing address of the Association is located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, which shall be the registered office of the Association.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, administration, preservation, and care of and over the property of the Association, and to provide architectural control of the residential Lots and common area within that certain tract of property described in the Declaration of Covenants, Conditions and Restrictions of Chaparral Homeowners Association, Inc. (hereinafter called the "Declaration"), recorded or to be recorded in the Office of the Clerk of the Circuit Court, Brevard County, Florida and as the same may be amended from time to time as therein provided (hereinafter referred to as the "Property"), with attached copies of these Articles and the bylaws of the Association (collectively, the "Governing Documents"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. Capitalized terms used in these Articles, unless otherwise defined, shall have the meaning ascribed to them in the Governing Documents. In connection therewith, the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and under the Florida Not-For-Profit Corporation Act, Fla. Stat. Chapter 617 and the Florida Homeowners' Association Act, Fla. Stat. Chapter 720, as such statutes exist on the date these Articles are filed with the Florida Department of State.
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments due to the Association or any other person affiliated with the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including without limitation the cost of maintenance and operation of the stormwater management system (as defined below); and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(d) To borrow money, and with the affirmative vote of Owners (as defined in the Declaration) holding not less than two-thirds (2/3) of the total votes of the Association as described in Article V hereof, mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell, or transfer all or any part of the Common Area (as defined in the Declaration) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Any such dedication or transfer shall be effective with the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association, as described in Article V hereof;

(f) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association, as described in Article V hereof;

(g) To annex additional property and common area in the manner set forth in the Declaration;

(h) To have and to exercise any and all powers, rights and privileges a corporation organized under Florida law, including Chapter 617, Florida Statutes, by law may now or hereafter have or exercise;

(i) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management systems (as defined below), including but not limited to work within retention areas, drainage structures, and drainage easements;

(j) To operate, maintain and manage the stormwater management system of the Property including without limitation all lakes, retention areas, culverts, and related appurtenances, in a manner consistent with the requirements of all applicable permits issued by the St. Johns River Water Management District, as the same may be amended from time to time, and applicable St. Johns River Water Management District rules ("stormwater management system"), and assist in the enforcement of the restrictions and covenants contained therein;

(k) To adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof; and

(l) To sue and be sued in the name of the Association.

ARTICLE IV **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, automatically and mandatorily shall be a member of the Association upon the acquisition of title to such Lot, with the voting rights described in Article V hereof. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from

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ownership of any Lot which is subject to assessment by the Association. Membership in the Association may not be refused, waived or surrendered, but a Member's voting rights may be regulated or suspended as provided in the Declaration, these Articles, the By-Laws and any rules and regulations of the Association from time to time adopted. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Lot, piece, parcel or tract of land within the Property owned by such Owner. The membership of an Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner.

ARTICLE V **VOTING RIGHTS**

The Association shall have two (2) classes of voting membership. When more than one person holds an interest in any Lot, all such persons shall be members but will collectively constitute one Owner. In such case, the vote for the Lot shall be exercised as the Owners shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The relative rights and preferences of each class of voting membership are as follows:

Class A: The Class A Members shall be all Owners, with the exception of Declarant, of any Lot shown upon any recorded plat of the Property (hereinafter "Lot" or "Lots"). Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, each such person shall be a member; however, the vote for such Lot shall be exercised by a majority of all such Persons as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The Class B Member shall be Declarant (as defined in the Declaration), who shall be entitled to three (3) times the total number of votes of the Class A Members plus one (1). Unless converted earlier and voluntarily by Declarant, the Class B membership shall cease and be converted to Class A membership, and Class A Members other than Declarant will be entitled to elect at least majority of the members of the Board of Directors of the Association when the earlier of the following events occurs:

(a) Three months after ninety (90) percent of the parcels in all phases of the Property that will ultimately be operated by the Association have been conveyed to Members;

(b) Such other percentage of the Lots has been conveyed to Members, or such other date or event has occurred, as is set forth in the Governing Documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(c) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. For such purposes, there is a rebuttable presumption that the developer has abandoned and deserted the property if the developer has unpaid assessments or guaranteed amounts under Fla. Stat. 720.308 for a period of more than two (2) years;

(d) Upon the Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;

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(e) Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver for the developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the association or its members.

For purposes of this Article V, the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale. Members other than the Declarant are entitled to elect at least one (1) member of the Board of Directors of the Association if fifty (50) percent of the Lots in all phases of the Property which will ultimately be operated by the Association have been conveyed to Members.

(3) The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five (5) percent of the parcels in all phases of the Property. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.

ARTICLE VI **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than seven (7) directors, who need not be members of the Association. The number of directors shall be three (3) and may be changed by amendment of the bylaws of the Association from time to time. The names and addresses of the persons who are to act in the capacity of directors of the Board until the election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
John M. Ryan	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607
Michael S. Lawson	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607
Lauren Parsons	2502 N. Rocky Point Drive Suite 1050 Tampa, Florida 33607

The manner in which the directors are appointed is as stated in the bylaws. The directors named above shall serve until this Association's first annual meeting. Except for the Board of Directors, any directors thereafter from time to time appointed or elected by the members must be members of the Association. Notwithstanding any other provision of these Articles, (i) Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than the earliest of the events specified in Article V above when the Class B membership shall cease and be converted to Class A membership (the "Class B Conversion Date") and (ii) until the Class B Conversion Date,

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Declarant shall be entitled to appoint and remove all members of the Board of Directors. All vacancies occurring on the Board of Directors, if any, whether by resignation, removal, or death or incapacity while in office, will be filled by majority vote of the remaining directors, even if such remaining directors constitute less than a quorum. Any director may succeed himself or herself in office. All directors will be elected by secret written ballot. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year. At each annual meeting thereafter, the members shall elect director for term of one (1) year. Each member may cast as many votes for each vacancy as such member then has, and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted.

ARTICLE VII

INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS

(a) **Indemnification.** Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

(b) **Right of Indemnification Cumulative, Not Exclusive.** The right of indemnification provided by this Article shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

(c) **Release of Officers and Directors.** The resignation or expiration of the term of office of, or the removal or replacement of, a director, including those directors designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the Board of Directors, including those officers designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members had, now have, or which any heir, personal representative, successor or assign of the Association or its members hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved upon the affirmative vote of two-thirds (2/3) of the voting interests of the Association as described in Article V hereof. Upon dissolution of the Association, other than incident to a merger or consolidation, Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of the Association's assets will be distributed to any other corporation not-for-profit which is created and established for purposes similar to this Association or

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dedicated to a municipality, county or other appropriate public agency to be used for purposes similar to these for which this Association was created. If dedication is refused, any member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida for the establishment of a trust or the creation of a corporation not-for-profit or other legal entity for purposes similar to that of this Association. Any common property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other restrictions and limitations as may have been imposed upon such common property in the instrument by which title thereto was originally conveyed by the Declarant to the Association. In no event, however, may any assets inure to the benefit of any member or other private individual. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the stormwater management system must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE IX **DURATION**

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State of the State of Florida. The Association shall exist perpetually.

ARTICLE X **AMENDMENTS**

The Association shall have the right to amend these Articles at any time upon the affirmative vote of Owners holding not less than two-thirds (2/3) of the total votes of the Association as described in Article V hereof. Notwithstanding the foregoing, until such time as Members of the Association other than Declarant have the authority to elect a majority of the Members of the Board of Directors, Declarant shall have the right to amend these Articles unilaterally, without the consent or approval of any other Member. Amendments may be proposed by resolution approved by a majority of the Board of Directors; provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XI **BYLAWS**

The bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded thereafter in the manner provided therein.

ARTICLE XII **NON-PROFIT STATUS**

No part of the net earnings of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there

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should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE XIII
HUD/VA APPROVAL

As long as there is a Class B membership and the Department of Housing and Urban Development ("HUD") or Veterans Administration ("VA") is holding, insuring, or guaranteeing any loan secured by property subject to the Declaration, each of the following actions will require the prior approval of the HUD or VA: (i) annexation of additional properties; (ii) merger or consolidation of the Association; (iii) mortgaging of the Common Area; (iv) dissolution of the Association; or (v) amendment of these Articles of Incorporation.

ARTICLE XIV
REGISTERED AGENT

The registered agent of this corporation shall be TK Registered Agent, Inc. and the registered office of this corporation shall be 101 E. Kennedy Boulevard, Suite 2700, Tampa, Florida 33602. This corporation shall have the right to change such registered agent and registered office as provided by law. The Board of Directors of the Corporation may, from time to time, move the location of the registered office to any other address and change the registered agent.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of CHAPARRAL HOMEOWNERS ASSOCIATION, INC. have been duly executed by a duly authorized officer of such corporation this 4 day of October, 2018.

CHAPARRAL HOMEOWNERS
ASSOCIATION, INC.

By: 

John M. Ryan, President

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CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, it is familiar with the duties and obligations of Registered Agent and it hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

TK REGISTERED AGENT, INC.

By: 
D. Michael O'Leary

Address:
101 E. Kennedy Boulevard, Suite 2700
Tampa, Florida 33602

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EXHIBIT "C"

BYLAWS

[Bylaws of Association attached.]

BY-LAWS
OF
CHAPARRAL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTITY AND LOCATION

These are the By-Laws of CHAPARRAL HOMEOWNERS ASSOCIATION, INC., herein called the Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for CHAPARRAL HOMEOWNERS ASSOCIATION, INC. (the "Declaration"). The principal office of the Association shall be located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III
ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Property and to operate and maintain Areas of Common Responsibility, including without limitation the Master Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Property;

- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property or Areas of Common Responsibility.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members;
- (g) A current roster of all Members and their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consents to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice to electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission notices.
- (h) All of the Association's insurance policies or copies thereof;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility;
- (j) All bids received by the Association for work to be performed;
- (k) The financial and accounting records of the Association, kept according to good accounting practices. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures; (2) a current account and a periodic statement of the account for each Member,

designating the name and current address of each Member who is obligated to pay Assessments, the due date and the amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (3) all tax returns, financial statements, and financial reports of the Association; and (4) any other records that identify, measure, record, or communicate financial information.

- (l) A copy of the disclosure summary described in Florida Statute, §720.401(1).
- (m) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 3. Inspection and Copying of Records. The official records of the Association shall be maintained within the State of Florida for at least seven (7) years and must be open to inspection and available for photocopying by Members or their authorized agents within forty-five (45) miles of the Development, or within the county in which the Association is located, within ten (10) business days after receipt by the Board or its designee of written request for access. This Section may be complied with by having a copy of the official records available for inspection or copying in the Development or, at the option of the Association, by making the records available to a parcel owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where records are maintained, it shall provide Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of providing the member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a member or his or her authorized representative for such use of a portable device.

ARTICLE IV **MEETING OF MEMBERS**

Section 1. Annual Meetings. The Association shall hold annual meetings for the transaction of any and all proper business as herein provided. The first annual meeting of the Association shall be held three hundred sixty-five (365) days from the date of filing of the Declaration of the Association. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the Annual Meeting shall include the election of directors of the Association, if one is required to be held.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of at least ten percent (10%) of the total voting interests of the Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof. The notice of annual meeting need not include a description of the purpose or purposes described in the notice of the meeting.

Section 4. Right to Speak. Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the board or by the membership, a Member and an Owner have the right to speak for at least three (3) minutes on any item, provided that the Member or Owner submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements, which rules must be consistent with this section.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 7. Recording. Any Owner may tape record or videotape meetings of the board of directors and meetings of the Members. The board of directors of the Association may adopt reasonable rules governing the taping of meetings of the board and the membership.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of at least

three (3) Directors who shall be selected by the Declarant. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board or by amendment to these Bylaws of the Association; provided that there shall always be an odd number of directorships created. Each director must be either (1) a Member of the Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article VI of the Articles of Incorporation until the earliest of the events specified in Article III, Section 3(c) of the Declaration except that Members other than Declarant are entitled to elect one(1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members. At such time as Declarant is no longer entitled to elect the majority of the Board of Directors, the members of the Board shall be determined as set forth in Article VI herein. Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development.

Section 2. Vacancies in the Board of Directors. Interim vacancies in the Board of Directors shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Declarant under the provisions of Section 1 above shall be filled by the Declarant without the necessity of any meeting. Any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At such time as the Declarant is no longer entitled to elect the majority of the Directors pursuant to Article V above (and with the exception of the one (1) Director Declarant is entitled to elect as set forth in Article V, Section 1 above), nomination for election to the Board of Directors shall be made by a Nominating Committee. The Association may allow nominations to be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members, subject to Article VII of the Articles of Incorporation. An election is not required unless more candidates are nominated than vacancies exist.

Section 2. Eligibility and Board Vacancies.

(a) All Members of the Association are eligible to serve on the board of directors, and a Member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held provided, however, that ~~or~~ if the election process allows candidates to be nominated in advance of the meeting, the Association is not required to allow

nominations at 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 the Association for more than ninety (90) days is not eligible for board membership. A person who has been convicted of any felony in this state 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 this state, is not eligible for board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a Member of the board is ineligible for board membership.

Section 3. Election. When the Board of Directors is chosen by the Nominating Committee, said election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

Section 4. Election Disputes. Any election dispute between a Member and an Association must be submitted to mandatory binding arbitration with the division. Such proceedings must be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the division. Unless otherwise provided in the by-laws, any vacancy occurring on the board before the expiration of a term may be filled by an affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the governing documents. Unless otherwise provided in the by-laws, a board member appointed or elected under this section is appointed for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by s. 720.303(10) and rules adopted by the division.

Section 5. Proviso. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by Members other than the Declarant, neither the first Directors, nor any other Directors appointed by the Declarant, shall be subject to removal by Members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article IX herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties,

fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;

- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V, Section 2 above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by at least one-fourth (1/4) of the Class "A" Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed as more fully provided in the Declaration, to:
 - i) Fix the amount of the annual assessment against each Lot;
 - ii) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 - iii) foreclose the lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.

- (c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as against third parties relying thereon;
- (d) procure and maintain adequate liability, hazard and other insurance on any Common Property or Areas of Common Responsibility;
- (e) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;
- (f) cause the Common Property, Areas of Common Responsibility, and the Master Surface Water Management System for the Property to be maintained.
- (g) prepare the annual budget in accordance with the Declaration; and
- (h) prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any Director appointed by Declarant may only be removed, with or without cause, by the Declarant. At such time as Declarant is no longer entitled to elect the majority of the Board of Directors pursuant to Article V, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the Members.

Section 5. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days written notice of such annual meeting shall be given to each Director.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 5, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 6. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 7. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association Officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own ten (10) percent or more of the Lots in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

- (a) **President.** The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.
- (b) **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented

to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X **LIABILITY AND INDEMNIFICATION**

Section 1. Liability of Board Members. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE XI **INSURANCE**

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

ARTICLE XII **AMENDMENTS**

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration. Notwithstanding anything herein to the contrary, HUD, FHA and VA shall have the right to veto any amendments to these Bylaws as long as a Class "B" membership exists.

ARTICLE XIII **COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV **ASSESSMENTS**

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

ARTICLE XV **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "Chaparral Homeowners Association, Inc., a Florida not for profit corporation," and the year of incorporation in the center of that circle.

ARTICLE XVI **GENERAL**

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration, the Articles of Incorporation of the Association and these By-Laws, the following priorities shall control:

1. Declaration;
2. Articles of Incorporation;
3. By-Laws.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Orders Revised*.

Section 7. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of CHAPARRAL HOMEOWNERS ASSOCIATION, INC., have adopted these Bylaws as the Bylaws of the Association this 10th day of August, 2018.



John M. Ryan, Director



Michael S. Lawson, Director



Lauren Parson, Director