

PREPARED BY AND RETURN TO:
LEAHNE E. WANDER, SSO.
FRANK WERNBERG & BLACK, P.L.
300 PALM COAST PARKWAY SW, SUITE 4
PALM COAST, FL 32137

**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC. is made this 8th day of May, 2014, and effective as of the 2nd day of December, 2013, by the corporation, not-for-profit.

RECITALS:

WHEREAS, ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") is a community association with its Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in the official records of Volusia County, Florida, at Official Records Book 5067, Page 484, as amended in accordance with that certain Amendments to Declaration of Covenants, Conditions and Restrictions of St. Andrews Homeowners Association, Inc., recorded in the official records of Volusia County, Florida, at Official Records Book 5807, Page 4714 (the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amendments to Declaration of Covenants, Conditions and Restrictions are hereinafter referred to collectively as the "Declaration"); and

WHEREAS, the Association has amended the afore-described Declaration as more particularly set forth on the Amendment attached hereto as Exhibit "A"; and

WHEREAS, the Amendment was properly adopted in accordance with the procedure set forth in the Declaration.

NOW, THEREFORE, the afore-described Declaration of ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC. shall be and is hereby amended to incorporate the attached Exhibit "A."

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed hereto this 8th day of May, 2014.

WITNESSETH:

ST. ANDREWS HOMEOWNERS'
ASSOCIATION, INC.

Matthew V. Heller
Print: MATTHEW V. HELLER

Laura A. de Venoge
Print: LAURA A. DE VENOGUE

By: *L. Randy Hanson*
L. RANDY HANSON, President

By: *Robert Lehman*
ROBERT LEHMAN, Secretary

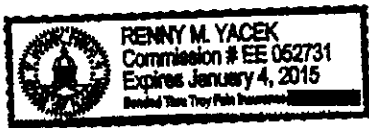
STATE OF FLORIDA

COUNTY OF VOLUSIA

)
) ss
)

THE FOREGOING INSTRUMENT was acknowledged before me this 8th day of May, 2014 by L. RANDY HANSON, as President, and ROBERT LEHMAN, as Secretary, each on behalf of ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC., both of whom are personally known to me or who produced _____ as identification.

My Commission Expires:



Renny M. Yacek
Notary Public, State of Florida

Instrument# 2014-092619

Book: 6992

Page: 2816

Diane H. Matousek

Volusia County, Clerk of Court

**PROPOSED AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONIDITIONS AND RESTRICTIONS
of
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**

Additions are underlined.

Deletions are ~~stricken~~.

**ARTICLE VII
EXTERIOR MAINTENANCE**

Section 3. Parking Restrictions. No conversion van, high top van, pick-up truck, or mock pick-up truck (e.g. Explorer Sport Trac, Chevrolet Avalanche, etc.) shall be parked overnight outside the dwelling of any Living Unit, including the driveway, or on any roadway or other Common Area in the St. Andrews community. For purposes hereof, "overnight" shall mean the hours between 9:00 P.M. and 7:00 A.M. The restriction contained herein shall be in addition to, and not in limitation of, any other parking restriction(s) contained in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Sugar Mill Development.

EXHIBIT "A"

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.

The paragraph of Section 3, Article VI, of the Declaration of Covenants, Conditions and Restrictions of St. Andrews Homeowners Association, Inc. is hereby amended to read as follows:

Section 3. Annual Assessments. As of January 1, 2006 the annual assessment for those lots receiving level "C" maintenance as described in Article VII, Section 1, below is \$2,316. As of January 1, 2006, the annual assessment for those lots receiving level 'D' maintenance as described in Article VII, Section I, below is \$2,784. Said annual assessments to be paid in equal monthly installments, due and payable on the first day of each month. The Board of Directors may fix the annual assessment for operating expenses excluding funding of Reserve line items (Reserve line items are those that last over 1 year), at an amount determined by the Board of Directors at the time the assessment is imposed, provided, however, the annual assessment may not be increased by the Board of Directors in excess of 5 percent above the previous year's assessment without the vote of two-thirds (2/3) of the membership. The Board of Directors may also fix an annual assessment for the purpose of establishing a Reserve for replacement and repair of Reserve line items of no more than \$250. The Board of Directors shall fix the amount of the annual assessments against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, upon request furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. (Amended by the Board of Directors.)

NOTICE OF RECORDING AMENDMENTS TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.

The undersigned affirm this 24th day of March, 2006, that attached hereto and incorporated herein is a true and correct copy of the Amendment to the Declaration of Covenants, Conditions and Restrictions of the St. Andrews Homeowners' Association, Inc.

Drew C. Martin
Secretary

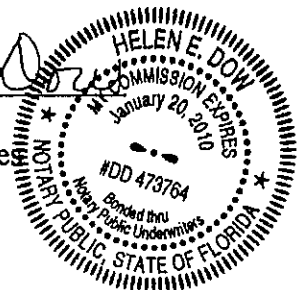
Ralph G. Ely
President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

The foregoing instrument was acknowledged before me this 24 day of March, 2006 by RALPH G. ELY and DREW MARTIN, the President and Secretary of ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not-for-profit, on behalf of the Corporation, they are personally known to me or have produced a Florida driver's license as identification and did not take an oath.

WITNESS MY HAND and official seal of the State and County last aforesaid this 24 day of March, 2006.

Helen E. Dow
Notary Public
My Commission Expires



CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify the Amendment attached hereto as Exhibit 'A' was duly adopted by the owners of seventy-four (74) or more units, and all owners and holders of first mortgage liens on any Unit, said votes having been counted at the Annual Meeting of the St. Andrews Homeowners' Association held on the 6th day of March, 2006.

WHEREAS, heretofore certain covenants, conditions and restrictions of the Village of St. Andrews have been filed of record at the official Records Book 5067, Pages 4821 through 4847, Public Records of Volusia County, Florida, and made applicable to the real property described above, with amendment to Section 3 of Article VI, Book 5067, Page 4832, of the Public Records of Volusia County, Florida is hereby amended as provided in Exhibit 'A' attached hereto.

IN WITNESS WHEREOF, this 24th day of March, 2006.

ST. ANDREWS HOMEOWNERS ASSOCIATION, INC

[Signature]
Witness

BY: [Signature]
President

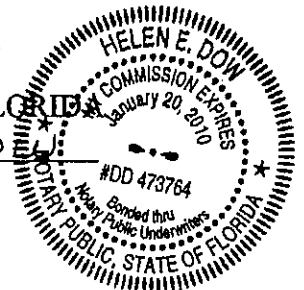
[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared Ralph G. Ely who ☒ is known to me to be the person described in and who executed the foregoing instrument, or _____ has provided _____ as identification.

Sworn to before me on this 24 day of March, 2006

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: HELEN E. DOW



05/06/2003 15:28
Instrument # 2003-105866
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State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 7, 2003, for ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 759493.



CR2EO22 (2-03)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of April, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

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FILED

03 APR -7 AM 11:00

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purposes of amending and restating the Articles of Incorporation, do hereby state:

**ARTICLE I
NAME**

The name of the corporation is **ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**, hereinafter called the "Association."

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of the Association is located at 100 Clubhouse Circle, New Smyrna Beach, Florida 32168.

**ARTICLE III
REGISTERED AGENT**

The current president of the Association is the Registered Agent of this Association.

**ARTICLE IV
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 formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain property described as follows:

Lots 1 through 106, and Open Spaces "A" and "B" of St. Andrews according to the plat thereof recorded at Plat Book 37, Pages 142 through 146, Public Records of Volusia County, Florida, including the access/utility easements designated as St. Andrews Boulevard, St. Andrews Circle, Kilmarnock Court, Inverness Court and Tantallon Court; and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may

hereafter be brought within the jurisdiction of this Association, and for this purpose to:

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- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded at O. R. Book 2274, Page 0864, et seq., Public Record of Volusia County, Florida, and as the same may be amended from time to time as therein provided and as may be made applicable to additional property as therein provided, said Declaration being incorporated herein as if set forth at length;
 - (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and 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;
 - (c) 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) borrow money, and with the assent of two-thirds (2/3) of the membership mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
 - (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the membership, agreeing to such dedication, sale or transfer;
 - (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the membership;
 - (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not for Profit Law of the State of Florida (Chapter 617, Florida Statutes) by law may now or hereafter have or exercise; and
 - (h) have and to exercise any and all powers, rights and privileges which a corporation organized as a Homeowners' Association under Section 720.301, et seq., Florida Statutes, by law may now or hereafter have or exercise.

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ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to 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 ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who must be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall never be less than three (3). At each annual meeting the members shall elect directors for a term of two years each, to replace those directors whose terms expire.

ARTICLE VIII OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association may be distributed as may be deemed appropriate to the members of the Association or may be dedicated to an appropriate public agency, in either event to be used for purposes similar to those for which this Association was

created. In the event that any such dedication is refused acceptance, such assets may be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X DURATION

The corporation shall exist perpetually.

ARTICLE XI BYLAWS

The first Bylaws of the Association were adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the Bylaws.

ARTICLE XII AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. A resolution for the adoption of a proposed amendment may be proposed either (a) by the Board of Directors or (b) by two-thirds (2/3) of the membership of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than two-thirds (2/3) of the entire membership of the Association. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of units (members of the Association) in the manner required for the execution of a deed.

ARTICLE XIII INDEMNIFICATION

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with any proceedings to which he/she may be a party, or in which he/she may become involved by reason of his/her being or having been an officer or director of the Association, whether or not he/she is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he/she is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. Committees and those members designated by the Board of Directors to volunteer

their services are similarly indemnified. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned, constituting the President and Secretary of this Association have executed these Restated and Amended Articles of Incorporation this 3rd day of March, 2003.

The Board of Directors and members of the Corporation adopted these Amended and Restated Articles of Incorporation on the 3rd day of March, 2003. The Board of Directors and members' votes cast for this Amendment were sufficient for approval.

ST. ANDREWS HOMEOWNERS' ASSOCIATION,
INC.

BY: Roy Silva
ROY SILVA, President

ATTEST: Theodore Shideler
THEODORE SHIDELER, Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of March, 2003 by ROY SILVA and THEODORE SHIDELER, the President and Secretary of ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC. a Florida Corporation, not-for-profit, on behalf of the corporation, they are personally known to me or have produced a Florida driver's license as identification and did not take an oath.

WITNESS MY HAND and official seal of the State and County last aforesaid this 3rd day of March, 2003.

Paula K. Hathaway
PAULA K. HATHAWAY

(Notary - print name)

Notary Public - State of Florida

Commission No.

My Commission expires:



Paula K. Hathaway
MY COMMISSION # DD111974 EXPIRES
June 14, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

This Instrument prepared by:
SID C. PETERSON, JR., P.A.
418 Canal Street
P. O. Box 428
New Smyrna Beach, FL 32170

CERTIFICATE

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That ***ST. ANDREWS HOMEOWNERS ASSOCIATION, INC.***, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, at the City of New Smyrna Beach, County of Volusia, State of Florida, has named ***RALPH G. ELY***, of 604 St. Andrews Circe, New Smyrna Beach, Volusia County, Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, the undersigned agrees to act in this capacity, and agrees to comply with the provisions of Florida relative to keeping the designated office open.



RALPH G. ELY, as Registered Agent

**ARTICLES OF AMENDMENT
TO AND RESTATEMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT AND RESTATEMENT is made this 3rd day of March, 2003 by the **ST. ANDREWS HOMEOWNERS' ASSOCIATION INC., a Florida not-for-profit corporation** (hereinafter the "Association"), joined by the undersigned Lot and Living Unit Owners of The Village of St. Andrews properties.

WHEREAS, The Village of St. Andrews properties consists of Lots 1 through 106, and Open Spaces "A" and "B" of St. Andrews, according to the plat thereof recorded at Plat Book 37, Pages 142 through 146, Public Records of Volusia County, Florida, including the access/utility easements designated as St. Andrews Blvd., St. Andrews Circle, Kilmarnock Court, Inverness Court and Tantallon Court; and

WHEREAS, heretofore certain covenants, conditions and restrictions of The Village of St. Andrews have been filed of record at OR. Book 2274, Pages 0864 through 0875, Public Records of Volusia County, Florida, and made applicable to the real property described above; with amendment to Section I of Article VII at OR. Book 3296, Pages 1665 and 1666, and amendments to Article VIII appearing at OR. Book 2654, Page 0896 and OR Book 4935, page 2041, Public Records of Volusia County, Florida; and

WHEREAS, Lot Owners wish to amend and restate the Declaration of Covenants, Conditions and Restrictions for The Village of St. Andrews in accordance with the terms and provisions as hereinafter set forth; and

WHEREAS, Section 9 of Article IX, of the Declaration of Covenants, Conditions and Restrictions entitled Amendment states the "covenants, restrictions of this Declaration ... may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners;" and

WHEREAS, (86%) of Lot Owners of The Village of St. Andrews have signed an instrument to amend and restate the Declaration of Covenants, Conditions and Restrictions of The Village of St. Andrews Homeowner's Association.

NOW THEREFORE, the undersigned, on behalf of the Association, joined by not less than seventy-five percent (75%) of the Lot Owners hereby adopt the following Amendments to the Declaration and further restate the Declaration in its entirety as follows:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the St. Andrews Homeowners' Association, Inc., its successors and assigns.

Section 2. "Board of Directors" or "Board" shall mean the Board of Directors of the St. Andrews Homeowners' Association, Inc.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation, unless and until such interest has been acquired pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 4. "Properties" shall mean and refer to that certain real property described in the first "whereas" clause set forth above.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common area owned by the Association consists of Open Spaces "A" and "B" according to the plat thereof recorded at Plat Book 37, Pages 142 through 146, Public Records of Volusia County, Florida.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties with the exception of the Common Area.

Section 7. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III herein.

Section 9. "Access/Utility Easements" shall mean the easements designated on the plat as such, commonly known as St. Andrews Boulevard, St. Andrews Circle, Kilmarnock Court, Inverness Court and Tantallon Court. Such easements shall be for the purpose of providing ingress and egress to each lot, and for the purpose of providing utility services to each lot; including (but not limited to) water, sewer, electric power, cable service, natural gas and drainage. Maintenance of access/utility easements shall be provided by the Association.

Section 10. "Structure" shall mean and refer to:

(1) any thing or object (other than trees, shrubbery and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered patio, swimming pool, fence, curbing, paving, wall, signboard or any temporary or permanent living quarters (including any house trailer or mobile home) or any other temporary or permanent improvements to such Lot; and

(2) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

ARTICLE II PROPERTY RIGHTS

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

(a) the right of the Association to suspend the voting rights of a member for any period in which any assessment against a Living Unit or Lot remains unpaid for sixty days;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the membership. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of the membership has been recorded in the Public Records of Volusia County, Florida;

(c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of acquiring and improving the Common area and, in aid thereof, to mortgage said properties.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Association's Bylaws, the right of enjoyment to the Common Area and facilities to the member's family, tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The St. Andrews Homeowners' Association shall have one class of voting membership. All Owners of a Lot in the Village of St. Andrews shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall

be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV THE SUGAR MILL COMMUNITY

The land and improvements herein are also subject to the Sugar Mill Homeowners' Association's Declaration of Covenants, Conditions and Restrictions recorded at Book 1745, Pages 110 et seq. of the Public Records of Volusia County, Florida, and as amended and restated in O.R. Book 4866, Page 1171. All owners of Lots within St. Andrews will be members of The Sugar Mill Association, Inc., a not for profit corporation organized and existing under the laws of the State of Florida. The development of the Properties is subject to the Declaration of Covenants, Conditions and Restrictions described above. The owners of Lots will be entitled to the benefit of all easements and the use of all common properties described in said Declaration, and will be subject to all covenants, conditions and restrictions, including the annual assessments and special assessments, described therein.

ARTICLE V SUGAR MILL COUNTRY CLUB

Sugar Mill Country Club, Inc. is the operator of the golf course and certain other recreational facilities contiguous to the Properties. Owners of Lots within the Properties are not automatically members of Sugar Mill Country Club. Membership in Sugar Mill Country Club is governed by the Sugar Mill Country Club, Inc. and its By-laws.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments (payable monthly) or charges, and (2) special assessments for maintenance, repairs and capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late payment penalties and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the

Properties and of the Living Units situated upon the Properties, for the acquisition, improvement, and maintenance of the Common Area, access and utility easements, private roadways, and for the maintenance of the Lots and Living Units. Such assessments levied shall be in the members proportional share of expenses, which share is different among classes or parcels based on the state of development thereof and levels of services received by the applicable members as set forth below.

Section 3. Annual Assessments. As of January 1, 2003, the annual assessment for the one lot receiving level "A" maintenance as described in Article VII, Section 1, below is \$696.00. As of January 1, 2003, the annual assessment for the one lot receiving level "B" maintenance as described in Article VII, Section 1, below is \$1,392.00. As of January 1, 2003, the annual assessment for those lots receiving level "C" maintenance as described in Article VII, Section 1, below is \$1,992.00. As of January 1, 2003 the annual assessment for those lots receiving level "D" maintenance as described in Article VII, Section 1, below is \$2,400.00. Said annual assessments to be paid in equal monthly installments, due and payable on the first day of each month, with the exception of the lots without a living unit (level "A" and "B" maintenance), the annual assessment shall be due, in full, on the first day of each year. The Board of Directors may fix the annual assessment at an amount determined by the Board at the time the assessment is imposed, provided, however, the annual assessment may not be increased by the Board of Directors in excess of 5 percent above the previous year's assessment without the vote of two-thirds (2/3) of the membership. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon request furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. (Amended by the Board of Directors.)

Section 4. Special and Emergency Assessments.

a. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Area, and construction, reconstruction, maintenance, repair or replacement of a capital improvement upon the Common Area, or upon any easement for which the Association has maintenance responsibilities, including the fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.

b. In addition to the annual and special assessment authorized above, the Association may levy an emergency special assessment for the purpose of defraying, in whole or in part, the cost of repair, maintenance, clean-up or reconstruction necessitated by an emergency, provided that such assessment shall not exceed ten percent of the annual assessment and shall have the consent of a majority of the Board of Directors who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4(a). Written notice of a meeting called for the purpose of increasing an annual assessment in excess of 5 percent above the previous year's assessment or imposing a special assessment shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall bear interest from the due date at the highest rate allowed by law. There shall also be a late payment penalty of five per cent for each month of delinquency to be incurred upon any payment being more than fifteen (15) days late. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or file, record and foreclose a lien against the property. A lien shall be signed by any officer of the association or authorized agent and shall be enforceable in the manner provided under Florida law for foreclosure of mortgage liens. The lien shall secure all assessments, interest, costs, attorney's fees, and late payment penalties incurred by the Association subsequent to filing of the lien. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit. No voluntary sale of any Lot or Living Unit shall be effective, nor shall any marketable title be conveyed unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall become forthwith liable therefor.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money first mortgage recorded prior to the lien of the Association. The Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined herein; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and Living Unit which is subject to assessment hereunder as follows: periodically paint, stain, or otherwise provide finishing to exterior surfaces of Living Units (not including glass); periodically clean, and paint gutters and downspouts; excluding* repair and replace roofs; mow, trim, edge and clip grass, trees and shrubbery as needed; replace dead or dying vegetation with similar plants which may be in close proximity to the Unit; water, fertilize, and apply insecticides and fungicides to vegetation as needed; maintain and make minor repairs to exterior lighting and other elements of exterior landscaping. In addition to the foregoing, the Association shall provide maintenance on the access/ utility easements contiguous to each Lot, as shown on the plats, including (but not limited to) maintenance and repair of the road surface, and drainage ways and maintenance and repair of utility lines which are not the responsibility of a utility company. The Association, its employees and agents, shall have access to the Lots and Living Units at reasonable times and upon reasonable notice to perform the foregoing maintenance. No other exterior maintenance shall be performed by the Association. It is the intent of this Article VII that the Association shall be responsible for the above matters which directly affect the exterior appearance of the Lots and Living Units, and the access/utility easements, and Lot and Living Unit Owners shall be responsible for all other matters. In the event that the need for maintenance or repair of a Lot or Living Unit or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. *Added by membership vote of 1989.) The levels of service members may receive from the Association are as follows:

LEVEL "A" – available only to that lot which has not been cleared for development. Includes only mow, trim, edge and clip grass as needed.

LEVEL "B" – available only to that lot which has been cleared for development but no improvements have been built thereon. Includes only mow, trim, edge and clip grass as needed.

LEVEL "C" – available only to those lots that do not require rear yard lawn and shrubbery maintenance. Includes all exterior maintenance outlined above except mow, trim, edge and clip grass, trees and shrubbery in rear yard; replace dead or dying vegetation in rear yard; and water, fertilize, or apply insecticides and fungicides to vegetation in rear yard.

LEVEL "D" – available to those lots that require front and rear yard lawn and shrubbery maintenance. Includes all exterior maintenance outlined above.

Section 2. Limitation of Liability. Notwithstanding the duty of the Association to maintain the exterior of the Lots and Living Units, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the

property to be maintained and repaired, or caused by the elements or other owners or persons. In no event shall the Association be responsible for loss or destruction of the Living Units, or any portion thereof, which may be caused by fire, wind, water or vandalism and such other damages, commonly referred to as casualty losses, which are normally insured against under homeowners' insurance policies.

ARTICLE VIII ARCHITECTURAL CONTROL

A. In order to have a harmonious scheme of architecture and landscaping, it is the intent of this Amended Declaration that the style, materials and configuration of the original construction and landscaping of St. Andrews be maintained in its original appearance. Color changes of the exterior of homes may be made with the Board of Directors of the Association making the color selection(s). No owner may make any alteration of any structure or landscaping which alters the original appearance of his Lot or Living Unit without the prior written consent of the Design Review Board of the Sugar Mill Association. Nothing in this Article shall be construed to prevent the restoration or rebuilding of an Owner's Living Unit if it has been damaged or destroyed. In such an event, however, the restoration or rebuilding of a Living Unit must be in harmony with the architectural appearance of St. Andrews, and all plans and specifications for such restoration or rebuilding must be approved by the Board of Directors of the St. Andrews Homeowners Association, or by a committee appointed by the Board of Directors for such a purpose, and the aforesaid Design Review Board of the Sugar Mill Association.

B. No building, fence, wall or other structure shall be commenced, or erected upon any St. Andrews property, nor shall any exterior addition to or change or alteration be made to any Living Unit until the plans and specifications showing the nature, shape, height, materials and location of same shall have been submitted to the Board of Directors of the Association, or by a committee appointed by the Board of Directors for such purpose. Plans and specifications, having been approved, will be forwarded to the Design and Review Board of the Sugar Mill Association for its approval.

C. If any structure or landscaping shall be changed, modified or altered without prior approval of the Board of Directors of the Association of such change, modification or alteration, and the plans and specifications therefor, if any, then Owner shall, upon demand, cause the structure or landscaping to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Board of Directors of the Association, and the Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Board of Directors of the Association.

D. In addition, any Owner making or causing to be made any structure or landscaping or change, modification or alterations thereof agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Association and all other Owners harmless from any liability, damage to the Owner's Lot or proposed implements, and from expenses arising therefrom and such Owner shall be solely

responsible for the maintenance, repair and insurance thereof and for assuring that the work meets with all applicable governmental approvals, rules and regulations.

ARTICLE IX GENERAL PROVISIONS

Section 1. Pedestrian and Vehicular Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Area as may be from time to time paved and intended for such purposes; and such easements shall be for the use and benefit of the Lot and Living Unit owners and those claiming by, through or under them to the end that reasonable access to public roadways is assured. Provided, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area except to the extent that space may be specifically designated and assigned for parking purposes.

Section 2. Encroachments. In the event that any Living Unit shall encroach upon any of the Common Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

Section 3. Golf Course Easement. On each lot bordering the Sugar Mill Country Club golf course there shall exist a golf course easement, 25 feet in depth, measured from the line adjacent to the golf course and extending the entire width of the lot, which shall be left as a natural greenbelt and buffer. Work within the easement shall be performed only by the Club maintenance personnel.

Section 4. Notices. (a). Any notice required to be sent to any Lot or Living Unit Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing. (b). Disclosure Summary - Pursuant to Section 689.26, Florida Statutes, any developer or owner of a Lot or Living Unit must present a disclosure summary to any prospective purchaser before executing a contract for sale and purchase. The disclosure summary is for the purpose of notifying prospective purchasers that the property they intend to buy is subject to association membership requirement and restrictive covenants governing the use and occupancy of such property. The disclosure summary must be in a form substantially similar to the form set forth in Section 689.26 Florida Statutes.

Section 5. Enforcement. (a) Remedies at law or in equity. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right, whenever there shall have been built on any Lot,

any structure which is in violation of these Covenants and Restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass. In any suit or legal proceeding brought to enforce any of these covenants and restrictions, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees in connection therewith.

(b) Levy of Fines and Suspension of Use Rights. In addition to other remedies available, the Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests or invitees, or both, to use common areas and facilities and may levy fines against a member for the failure of the member or a member's tenants, guests, or invitees to comply with any provision of the Declaration, Bylaws or reasonable rules of the Association. No fine may exceed \$100.00 per violation against any member or any tenant, guest or invitee. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.00. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the member and, if applicable, the members tenants, guests, or invitees. The hearing must be held before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee by a majority vote, does not agree with the fine, the fine may not be levied. The Association shall adopt a written procedure, as part of its Bylaws or rules, which, at a minimum, provides: (a) the party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include (1) a statement of the date, time and place of the hearing; (2) a statement of the provisions of the Declaration, Bylaws or rules which have been allegedly violated; and (3) a short and plain statement of the matters asserted by the association; and (b) the party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

Section 6. Mergers. The Association may merge or consolidate with another association for purposes generally the same as contained in this Declaration upon the affirmative vote of two thirds (2/3) of the membership and as provided in the Association's Amended Articles of Incorporation and Bylaws. Upon such merger or, consolidation, the Association's properties, rights and obligations or, alternatively, the properties, rights and obligations of another association shall, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Amended Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as herein provided.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 8. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from when this Declaration was first recorded, said date being in June 12, 1981, after which date they shall be automatically extended for successive periods of ten years.

Section 9. Amendments. Anything in this Declaration to the contrary notwithstanding, this Declaration may be amended from time to time by recording among the Public Records of Volusia County Florida an instrument executed by the President and attested to by the Secretary of the Association indicating that at a meeting called for that purpose, the fee owners of a simple majority of all Lots and Living Units in the Properties have approved such amendments, provided that no such amendment shall affect or interfere with vested rights previously acquired by Lot or Living Unit owners. In the event of the revocation of a vested right, then an affirmative vote by two-thirds (2/3) of the membership shall be required.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 3rd day of March, 2003.

ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.

BY: Roy Silva
ROY SILVA - President

ATTESTED TO:

BY: Theodore Shideler
THEODORE SHIDELER - Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME, personally appeared ROY SILVA and THEODORE SHIDELER to me well known and known to me to be the President and Secretary respectively of St. Andrews Homeowners' Association, Inc. a Florida Corporation not for profit, and who executed the foregoing instrument and acknowledged before me that they executed it on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of March 2003.

Paula K. Hathaway
PAULA K. HATHAWAY
(Notary - print name)

Notary Public - State of Florida

Commission No.:

My Commission Expires:



Paula K. Hathaway
MY COMMISSION # DD111974 EXPIRES
June 14, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

This instrument prepared by:
SID C. PETERSON, JR., ESQ.
418 Canal Street/P. O. Box 428
New Smyrna Beach, FL 32170

**AMENDED and RESTATED
BYLAWS
OF
ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, at a Special Meeting of the members of the St. Andrews Homeowners' Association duly convened on the 3rd of March, 2003, a majority of a quorum present in person or by proxy, did vote to amend and restate the Bylaws as set forth hereinbelow.

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is the ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 100 Clubhouse Circle, New Smyrna Beach, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to St. Andrews Homeowners' Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Amended Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded at O.R. Book 2274, Page 0864, Public Records of Volusia County, Florida and the restatement thereof recorded at O.R. Book 5067, page 4828, Public Records of Volusia County, Florida.

Section 7. "Member" shall mean and refer to all those Owners who are entitled to membership in the St. Andrews' Homeowners Association as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. Regular annual meetings of the members shall be held during the month of March of each year, or as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 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. Owners shall be responsible for notifying the Association in writing of their current mailing address. Such notice shall specify the place, date, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be 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 as aforesaid shall be present or be represented.

Section 5. 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 his Lot. No proxy shall be valid for more than 90 days.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who must be members of the Association.

Section 2. Term of Office. At each annual meeting the members shall elect directors for a term of two years each, to replace those directors whose terms expire.

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

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also 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 additional members who must be 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 until 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 only from among members.

Section 2. Election. Election to the Board of Directors shall be by written ballot. The identity of a voter's preference may not be revealed without the member's permission. At such election the members or their proxies 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.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be rescheduled.

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors

present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waivers. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may be suspended only after notice and an opportunity for a hearing pursuant to Section 720.305, Florida Statutes, for a period not to exceed 60 days for infraction of published rules and regulations;

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

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

Section 2. 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 one-fourth (1/4) of the Class A membership who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

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

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

(3) foreclose the lien against any property for which assessments are not paid in accordance with promulgated rules.

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

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

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

(g) Cause the Common Area to be maintained;

(h) Cause timely notice to be given to each lot owner and to the holders of first mortgages whose substantial interests are affected by any action of the Association or by third parties;

(i) Provide a security system to the extent specifically authorized by the Board of Directors of the Association.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers and members shall be reimbursed for actual expenses incurred in the performance of authorized duties.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall be empowered to sign all mortgages, deeds and other legal written instruments

Vice-President

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

Secretary

(c) 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; maintain appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall monitor the activities of any management company which 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; keep proper books of account; at the Board's discretion cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks and promissory notes of the Association shall be signed by two persons, one being a director and the other being either a director or the treasurer. The treasurer need not be a director.

ARTICLE IX COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purposes. The Board may appoint an Architectural Control Committee, which may act for the Board and under its authority in matters related to the external appearance of the property. The Board shall appoint a Nominating Committee, as provided in these Bylaws. (Paragraph reworded but not changed.)

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at reasonable times and places, be subject to inspection by any member, or by holders of first mortgages on any portion of the properties. The Declaration and the Articles of Incorporation shall be available for inspection, and copies may be purchased at a reasonable cost..

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition, if payment of any assessment is more than 15 days late, the Association may charge a late charge not exceeding five per cent for such late payment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: St. Andrews Homeowners' Association, Inc., a Corporation Not For Profit.

**ARTICLE XIII
AMENDMENTS**

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

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

**ARTICLE XIV
MISCELLANEOUS**

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Any management agreement for the properties may be terminable by the Association upon thirty (30) days written notice, and the terms of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods.

IN WITNESS WHEREOF, we have caused these presents to be executed this 3rd day of March 2003 in the presence of:

Signed, sealed and delivered
In the presence of:

ST. ANDREWS HOMEOWNERS' ASSN.

BY: Roy B. Silva
ROY SILVA, President

(CORPORATE SEAL)

ATTEST: Theodore Shideler
THEODORE SHIDELER, Secretary

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 3rd day of March, 2003 by **ROY SILVA** and **THEODORE SHIDELER** by the President and Secretary of **ST. ANDREWS HOMEOWNERS' ASSOCIATION, INC.** a Florida Corporation not-for-profit, on behalf of the corporation who are personally known to me or have produced N/A as identification and did not take an oath.

WITNESS MY HAND and official seal in the State and County last aforesaid this 3rd day of March, 2003.

Paula K. Hathaway
PAULA K. HATHAWAY

(Notary - print name)

Notary Public - State of Florida

Commission No.

My Commission Expires:



Paula K. Hathaway
MY COMMISSION # DD111974 EXPIRES
June 14, 2006
BONDED THRU TROY FARM INSURANCE, INC.

This instrument prepared by:
SID C. PETERSON, JR., P.A.
418 Canal Street
P.O. Box 428
New Smyrna Beach, FL 32170

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