

Prepared by:

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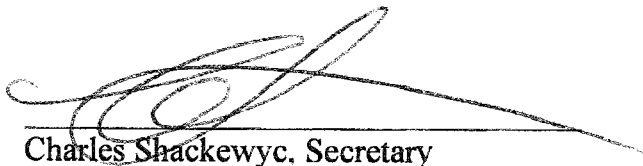
**GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE OF FILING AMENDMENTS TO  
ARTICLES OF INCORPORATION, BYLAWS AND  
COVENANTS, CONDITIONS AND RESTRICTIONS**

I, Charles Shackewyc, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit (the "Association"), and the homeowners' association for Grand Horizons mobile home park subdivision, do hereby certify that the attached is a true and correct copy of amendments to the Articles of Incorporation, Bylaws and to the Covenants, Conditions and Restrictions of the Association, all as adopted by the Board of Directors of the Association on December 16, 2019, and all approved by the written consent of the members entitled to vote on these amendments effective January 4, 2020.

I hereby further certify that the same as attached has not been amended.

Dated this 14<sup>th</sup> day of January, 2020



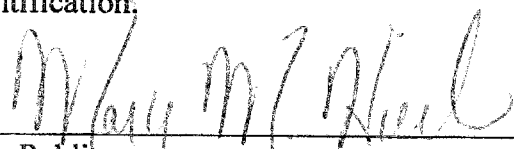
Charles Shackewyc, Secretary

STATE OF FLORIDA )

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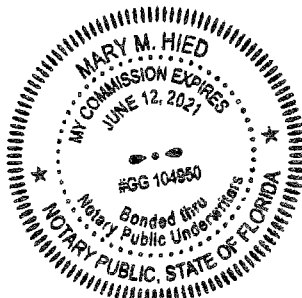
COUNTY OF PASCO )

The foregoing instrument was acknowledged before me by means of ~ physical presence or ~ online notarization, this 14<sup>th</sup> day of January, 2020, by Charles Shackewyc, as Secretary of Grand Horizons Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He: ~ is personally known to me or ~ has produced \_\_\_\_\_ as identification.



Notary Public  
My Commission Expires:

[SEAL]



## GRAND HORIZONS HOMEOWNERS ASSOCIATION, INC.

**Article 4.1 of the Articles of Incorporation is amended to read as follows in its entirety:**

**4.1 Qualification for Membership.** The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: A Person shall automatically become a member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefore in the public records of Pasco County Florida. Membership shall continue until time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of Property subject to the Declaration. No Person or entity holding an interest in a Lot only as security for the performance of an obligation may be a Member of the Association.

**The following sections of the Bylaws are amended to read as follows in their entirety:**

**1.1** The principal office of the Association shall be at 37601 Corey Lewis Ave. Zephyrhills, FL 33541, or at such place as may be subsequently designated by the Board of Directors.

**2.1 Membership.** Membership in the Association shall be limited to Owners of Lots in the Property described in Exhibit "A" to the Declaration and such additional real property as the Association may add thereto in accordance with the terms of the Declaration. Qualification for Membership shall be as set forth in Article IV of the Articles of Incorporation. If title to a Lot is vested in more than one Person, then all Persons owning said Lot shall be Members of the Association, but there shall be only one vote cast for each Lot. The Lots within the Property are intended to be occupied primarily by Owners who reside on their Lot and in their dwelling located thereon as either their principal residence or as their seasonal residence. The Property is not intended to be operated primarily as a rental community. In furtherance of this goal and in order to preserve the characteristics of the Property as a resident-owned mobile home park, corporations, limited liability companies, land trusts, trusts (other than as otherwise specified herein) and other entities that are not natural persons may not buy or own Lots or dwellings in the Property; provided, however, that Lots and dwellings may be purchased and ownership and title held in the name of one or more natural person's trust (i.e., inter-vivos trust) for the benefit of the individual Owner who is the settlor of his or her trust, for estate planning purposes. No person or entity may own more than six (6) Lots in the Property at the same time. These limitations on ownership do not apply to the Association.

**2.6 Loss of Voting Rights.** Any Member who is delinquent in the payment of any Assessment in excess of ninety (90) days shall automatically lose the right to vote at any meeting or upon any matter coming before the Membership for so long as the delinquency continues, and his Lot shall not be counted in determining whether a quorum is present at any meeting of Members.

**3.4 Consent.** Any action required or permitted to be taken at an annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote if

the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to the corporate secretary, or another officer or agent of the corporation having custody of the book in which proceedings of meetings of Members are recorded. Written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within ninety (90) days of the date of the earliest dated consent and is delivered in the manner required by this section. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

**4.5.4** Notices of all regular and special board meetings shall be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notices of all regular and special Board meetings shall include an agenda which states the purpose of the meeting. Notices for meetings of the Board of Directors and committee meetings requiring notice may be sent by electronic transmission; however, a Member must consent in writing to receiving notice by electronic transmission. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail. Meetings between the Board and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the members other than Directors.

**4.8.8** Suspend the voting rights of a Member for the non-payment of Assessments and Special Assessments that are delinquent in excess of ninety (90) days.

**4.8.9** Suspend the right to use the Common Areas and Recreational Facilities of a Member and all of his family, guests and tenants during any period in which such Member shall be in default in excess of ninety (90) days in the payment of any Assessment or Special Assessment levied by the Association. Such rights may also be suspended after notice and a hearing before the Board, for a period not to exceed ninety (90) days for violation of published Rules and Regulations. Such suspension shall not impair the right of an owner or tenant of a lot to have vehicular and pedestrian ingress to and egress from the lot, including, but not limited to, the right to park.

**6.7 Financial Reports.** The Association shall prepare and deliver an annual financial report pursuant to section 720.303(7), Florida Statutes, each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (i) financial statements presented in conformity with generally accepted accounting principles, or (ii) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balance of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member.

**The following sections of the Declaration of Covenants, Conditions and Restrictions (CCRs) are amended to read as follows in their entirety:**

**2.3** The Association reserves the right to suspend an Owner's right (or the right of any person claiming through the Owner) to use any Recreational Facility for any period during which any Assessment or Special Assessment due to the Association remains unpaid and, for a reasonable period of time for each infraction by such Owner or his tenants or guests of any of the terms and provisions of this Declaration and for any period during which such Owner or his tenants or guests remain in violation of any of the terms and provisions of this Declaration.

**2.5 Gates and Video Cameras.** The Association shall have the right, but not the obligation, to establish gates at various locations on any road right of way in the Community and require persons using the road to present appropriate identification, key, card, or other item in order to pass through the gate. Notwithstanding the foregoing, the Association shall not be liable for any loss or damage by reason of or failure to provide access control or ineffectiveness of access control measures undertaken by the Association. The addition of gates and cameras is not and shall not be deemed a guarantee of the safety of Owners, Members, residents, guests, invitees, family, or any other individual who may be present on Association property for any reason.

**9.3 (a) Notice:** The Association shall notify the Member of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Member shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

**(c) Amounts:** The Board of Directors (if findings are made against the Member) may impose fines against the Lot owned by the Member up to One Hundred Dollars (\$100.00) per day for each day of continuing violation, not to exceed One Thousand Dollars (\$1,000.00).

**10.1 Duration.** The covenants, restrictions, easements and conditions set forth in this Declaration, as they may be amended from time to time, shall run with the Land, shall be binding on all persons and entities having any right, title and interest in the Land or any part thereof, and their successors, heirs and assigns, and shall inure to the benefit and limitation of the Association and all present and future Owners, tenants and residents of the Community, for a term of thirty (30) years from the date this Declaration was recorded in the public records for Pasco County, Florida. After this thirty (30) year period, these covenants, restrictions, easements and conditions shall automatically be extended for successive periods of thirty (30) years unless an instrument is signed by the Board of Directors of the Association and the then Members of not less than two-thirds (2/3) of the total Voting Interests of the Association agreeing to change or terminate, in whole or in part, the terms and provisions of this Declaration. Such instrument must be filed in the public records of Pasco County, Florida.

**10.5 Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration, unless otherwise stated herein, shall be deemed properly given when deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records, provided, however, that the Association may provide notice by electronic transmission in the manner authorized by law to any member who has provided a facsimile number or e-mail address to the Association for such purposes and who has consented in writing to receiving notice by electronic transmission.