Inst: 201554827597 Date: 10/09/2015 Time: 1:19PM By: JL, DC, Tim Smith, Putnum, County Page 1 of 8 B: 1422 P: 273

## **MODIFICATION OF RESTRICTIVE COVENANTS:**

### **MAINTENANCE FEE Due Date 2015**

In accordance with the provisions of the Restrictive Covenants recorded in Official Record Book 48, Page 665 of the Public Records of Putnam County, Florida. More particularly described to wit:

That part of Section 34, Township 9 South, Range 24 East, more particularly described in Deed Records in Official Record Book 45, Page 447 of the Public Records of Putnam County, Florida.

That by a majority vote of voting members of Grandin Lake Shores Association, Inc., concluding September 5, 2015, the Restrictive Covenants and corresponding By-laws are hereby amended as follows:

BOOK 48, PAGE 669 (COVENANTS) – Paragraph 19 shall be amended to require an annual charge of \$50.00 shall be paid no later than January 1<sup>5t</sup> of each year.

GRANDIN LAKE SHORES ASSOCIATION, INC. BY-LAWS -

Article II, Section 4(b)

The associate member must pay a \$50.00 fee annually and is subject to and is personally responsible for the conformance within the By-laws, Covenants and restrictions of Grandin Lake Shores Association, Inc.

Article VII, Section 1

DATE DUE. The annual charge to each Corporation property owner, a maintenance fee of \$50.00 per lot, shall be paid no later than **Janurary** 1<sup>st</sup> of each year.

A request for vote for Grandin Lake Shores property owners on the above subject was sent out to all property owners in good standing on record August 11, 2015 at the direction of the Board of Directors. On September 5, 2015 the votes were examined and counted by five Association members in good standing and observed by three other Association members in good standing. Of 249 property owners on record as of August 11<sup>nd</sup>, 81 responded. 58 votes were cast in favor of changing the annual maintenance fee date to January 1 St of each year, while 22 votes were cast not to change the due date. 1 ballot was blank, therefore, disqualified. Open to inspection and verification with Grandin Lake Shores Association, Inc. corporate records, these votes and a record of the property owners' response were announced at the September 14, 2015 Board of Directors meeting. A record of the vote response was added to the Grandin Lake Shores Association, Inc. records.

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#### Covenant

19. Each lot in Grandin Lake Shores shall automatically become subject to an annual charge of \$50.00, shall be paid no later than January 1st of each year. Buyer agrees to pay Grandin Development Corporation, or its successors and assigns, annually on the first day of January March in each year hereafter for the maintenance and upkeep of the various "Community Areas", beaches, etc., as shown on a plat of the subdivision, irrespective of whether the privileges of using said areas are exercised or not.

Any such Buyer, in accepting title and ownership of any lot or lots in said subdivision, covenants and agrees that the use of any of the above mentioned areas shall be subject to approval of Buyer for membership in Grandin Lake Shores Association, as herein provided, and to compliance with all rules and regulations from time to time promulgated by Grandin Lake Shores Association. Buyer as aforesaid further agrees that the charges as herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands described herein, the grantee thereof and each and every successive owner and/or owners shall, from the time of acquiring title and by the acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Grandin Development Corporation, its successors and assigns, all charges, past and/or future, as provided for in and in strict accordance with, the terms and provisions hereof.

(NOTE BOLD TYPE ONLY ADDED CHANGE)

# ARTICLE VII Annual Charge

Section 1. DATE DUE. The annual charge to each Corporation property owner, a maintenance fee of \$50.00 per lot, shall be paid no later than January March 1st of each year. Annual mailing of statements shall begin mid-December. This charge is defined in the documents defined in ARTICLE II, Section 3 reference paragraph 19.

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Dated this \_\_\_\_\_\_ day of September, 2015 Corporate Seal

Attested by

Robert McCoy, President Karen McCarlhy, V.P.

William (Bill ) Spothagle Kris Hilliard Mary Brown

George Clark Glenda Woodard Lavern (Woody) Woodard

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### RULES FOR HALL USE

1. 48 Hours advance notice will be needed before a member may be able to have use of the community Hall.

When making a request to reserve the community hall you will be requested to fill out the "Agreement to Hall Use", then you will be required to make a \$50.00 cash clean-up deposit and asked for a \$50 donation.

Refunds will only be made 48 hours before the day of the reserving the community hall. (Approved board change 4-5-2015)

- 2. Members using the community Hall must be present at all times while using the hall.
- 3. GLSA prohibits the use of Alcohol on our properties.
- GLSA prohibits the use of our properties for commercial reasons. We are a non-profit organization.
- 5. No SMOKING ALLOWED INSIDE the community hall.
- 6. Members using shall cleanup and report any damages to the Director who allowed use of the hall. The member using the hall will be responsible for all damages.
- 7. Members using the hall will remove all trash from GLSA properties after the use of the hall.
- 8. Members using hall will be conscientious of the noise level so as to not impede residence near the hall, and will vacate and secure the hall so it can be inspected by 11:00 P.M.. Except for New Years Eve parties.
- Failure to abide by the rules may result in the loss of the right to secure the hall for future use.
- 10. Members using the hall will return the furniture to the position noted in the picture posted on the west wall of the hall near the GLSA Coat Of Arms.
- 11. Members using the hall will leave the GLSA property, interior, and restrooms as well as exterior area in as good as or better shape than found, or will lose their deposit.
- 12. No tape to be used on the tables or fans.

### Notice for Maintenance Fees

# Statement mailings:

- 1. The first statement notices of maintenance fees shall be mailed **October** for the upcoming year.
- 2. The second statement of notice of maintenance fees shall be mailed March, and include an additional service charge of \$10.00 to cover documents and mailings. This notice would advise that the rights and privileges of property owners are suspended, as of April,1<sup>st</sup> and liens will be filed, and possible foreclosures. The Association shall seek reasonable attorney fees, plus court costs and interests allowed by law if fees are not paid.
- 3. Estoppel certificates.—Within 15 days after the date on which a request for an estoppel certificate is received from a parcel owner or mortgagee, or his or her designee, the association shall provide a certificate signed by an officer or authorized agent of the association stating all assessments and other moneys owed to the association by the parcel owner or mortgagee with respect to the parcel. The Association will charge a \$50.00 fee that is payable upon the preparation of the certificate. The amount of such fee must be stated on the certificate.

Any person other than a parcel owner who relies upon a certificate receives the benefits and protection thereof.

If the certificate is requested in conjunction with the sale or mortgage of a parcel but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the parcel owner, and the association may collect it from that owner in the same manner as an assessment as provided in this section.

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In conjunction with the agreement to serve with the board of directors, board members will now also be required, under Florida State Statutes, to have continuing education as board member and to sign a certification letter to be given to the association secretary. This letter indicates that the member has read and understands the declaration of Covenants, Articles of Incorporation, By-Laws and all current written rules and policies of GLSA.

I will work to uphold such documents and policies total best of my ability.

I will faithfully discharge my fiduciary responsibility to GLSA members.

I understand that the association shall retain this written certification or educational certificate for five years after the directors' election.

Appendix, E4

Certification of Directors of Grandin Lake Shores Association Inc.

The undersigned as a director of Grandin Lake Shore Association Inc. (GLSA),

hereby certify the following to the secretary of GLSA:

1. I have read the declaration of Covenants, bylaws, Articles of Incorporation,

and all current written rules and policies of GLSA.

- 2. I will work to uphold such documents and policies to the best of my ability.
- 3. I will faithfully discharge my fiduciary responsibility to GLSA members.

Dated thisday of, 20	
	Signature
	Printed Name

(Mandated by Florida State Statute 7-2013)

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I agree to serve on the board of directors for GRANDIN LAKE SHORES ASSOCIATION, INC. and to be guided by the following principles:

- 1. To attend and participate in all meetings and communications to the best of my ability.
- 2. To respect Robert's Rules of Order at all meetings, refrain from speaking out of turn and to participate in a business-like manner.
- 3. To maintain confidentiality with respect to the board's executive session meetings with an attorney present including any related decisions or other communications.
- 4. To accept the board's decisions even if I disagree because I understand there may not always be unanimous support for every action taken by the board.
- 5. To promote the goals and interests of the Association in a constructive manner and not create unnecessary conflict among the homeowners.
- 6. To disclose any conflicts of interests to the board, not to vote on those matters, and to have the disclosure recorded on the meeting minutes.
- 7. To do my best to ensure that the Association's finances are well managed.
- 8. To uniformly enforce the covenants and the other governing documents.
- 9. To place the best interest of the Association above my Personal interests.

I swear I have not been convicted of any felony in this state or in a United States District or Territorial Court, and that I have not been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state.\*

I agree to resign from the Board if I find I can no longer abide by these terms and conditions.

Signed this Date	
Signature:	Print Name

<sup>\*</sup>In accordance with Florida Statutes, an individual is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such 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. (11-07-11)

State of	FLORIDA
County	PUTNAM

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ROBERTE MCCDY, ONLY who is/are personally known to me, or who produced FL. DRIVERS LICENSE as identification.

Witness my hand and official seal in the State and County last aforesaid on this date 9 Hay

Notary Signature

N. REILAND

Print Name

Exp. Date

Commission #



