Panther Ridge HOA Deed Restrictions

Simplified Descriptions of Rules

Revised from the supplied governing-document set • September 16, 2026

How to use this summary

This is an **unofficial, plain-language summary**, not a replacement Declaration, an adopted rule, or a determination of present legal enforceability. It incorporates the supplied 2019 supplemental declaration and 2020 amendments. It does not assume that the upload contains every later amendment, rule, permit modification, or turnover record.

Sections **1–13 follow the Declaration's numbering**. Appendix 1 explains its defined terms. Appendix 2 separately summarizes the Articles and Bylaws, including the amended election procedures. Appendix 3 identifies the source files and unresolved source gaps. References to "D," "A," and "B" mean the Declaration, Articles, and Bylaws; "PDF page" means the page in the supplied file, not its printed page number.

Read the actual documents and applicable law before acting. The original documents contain dated enforcement, collection, housing, vehicle, flag, and dispute-resolution provisions. This revision reports their language; it is not a current Florida-law update. Developer rights are described with their stated conditions rather than presumed expired.

1. Explanation of Terminology

Source: D §1, PDF pp. 2–8; definitions are distilled in Appendix 1.

The Declaration assigns specific meanings to capitalized terms such as Lot, Home, Owner, Common Area, Assessment, Declarant, and Turnover Date. Those meanings matter: for example, "Home" includes its Lot, and "Common Area" can include property maintained by the Association even when it is not Association-owned.

2. Description of Panther Ridge

Source: D §2, PDF pp. 8–11.

2.1 General Plan of Development. The original plan describes 109 Homes. Declarant reserves extensive rights to change the plan, amenities, timing, and number or types of Homes, and to add or withdraw property as authorized elsewhere. The initial plan is not a promise that every proposed improvement will be built.

2.2 Lakes; Water Level and Use. Swimming and watercraft use, including canoes and kayaks, are prohibited. Owners may not independently pump lake water, add structures or materials, or damage protected shoreline vegetation. The section assigns lake-related control and maintenance responsibilities to Declarant or the Association, depending on the stated circumstances, and contains water-level, safety, and liability disclaimers. These are not merely expired developer provisions.

2.3 Model Row. Declarant may maintain model homes, sales and construction facilities, related parking, fencing, and access for development and marketing. Owners may not interfere with these reserved activities. Whether a particular right has ended depends on its conditions and the actual development history.

3. Additions, Withdrawals, and Common Area

Source: D §3, PDF pp. 11–13; 2019 Supplemental Declaration §§2–4 and Exhibit A.

3.1 Additions. Declarant may bring additional property under the Declaration by recording a Supplemental Declaration, without the consent of existing Owners. Additional property may have different or additional restrictions.

3.2 Common Area Designation. Declarant may designate additional property it owns as Common Area through the prescribed recorded instrument.

3.3 Disclaimer. Property outside the original legal description is not automatically included merely because it appears in a development plan or plat. The required recorded instruments must be examined.

3.4 No Obligation. Declarant is not obligated to add more land or Common Area.

3.5 Withdrawal. Withdrawal requires a recorded Supplemental Declaration and the signatures or consents specified for Declarant, affected Lot Owners, and affected Institutional Mortgagees. It does not require consent from all unaffected Owners.

3.6 Title to Common Area. Declarant transfers Common Area by quitclaim deed, free of mortgages, when the stated development conditions are met or earlier at its election. The Association accepts it “as is” and pays the specified conveyance costs. Its maintenance and tax responsibilities are not postponed simply because the deed has not yet been delivered.

3.7 Parking Rights. The Association may regulate Owner and visitor parking on Common Area. This provision concerns Common Area parking; Lot and vehicle restrictions also appear in §§10.24–10.27.

2019 addition. The supplied Supplemental Declaration adds Phase Two Lots A1–20, B1–12, D9–11, and E1–2, and Common Area Tracts RD-1A, LD-11A, and LD-12A. It does not replace the Declaration generally. See Appendix 3 for the limits of the supplied Phase Three records.

4. Property Rights and Easements

Source: D §4, PDF pp. 13–22; the applicable plats also show location-specific easements.

4.1 Owner Easements. Owners have nonexclusive rights to use Common Area, subject to the Declaration, lawful rules, guest restrictions, assessments, and reserved maintenance or development rights. Certain borrowing secured by Common Area and transfers to public agencies or utilities require **two-thirds of the total voting interests** (§§4.1.5–4.1.6). Utility easements are separately addressed in §4.1.7.

4.2 Delegation of Use. Owners may delegate permitted Common Area use to resident family members or tenants under Association rules. Delegation does not erase the Owner’s obligations.

4.3 Recognition of Easements. Owners take their property subject to the easements and rights described in the governing instruments.

4.4 Vehicular Traffic. Road and access rights accommodate traffic over the private and public roadways described in the documents.

4.5 Access. Reserved access serves Owners and Declarant’s authorized development activities. It does not make every private tract public property.

4.6 Utility, Drainage, and Other Easements. The Declaration creates or recognizes rights for utilities, governmental services, encroachments, Association entry, irrigation, drainage, lake maintenance, and other specified purposes. Their scope depends on the individual provision and plat. A drainage or maintenance easement is not a general recreational-access right.

4.7 Drainage and Maintenance. The Association must operate and maintain the stormwater system under the District Permit. Owners have specified duties concerning swales, lake-bank vegetation, and debris. Improvements may not obstruct drainage or interfere with easement access. Changes can require Association/ARB consent and Water Management District approval. Entry, restoration limitations, conservation protections, and a qualified successor upon dissolution are also addressed.

4.8 Assignment of Easements. Authorized easement rights may be assigned to utilities, governmental bodies, or other permitted parties. Reserving a right does not necessarily obligate Declarant to exercise it.

5. Membership, Voting, and Association Duration

Source: D §5, PDF p. 22; A Articles V, VI, and X, as amended.

5.1 Membership and Voting. Membership follows ownership. The Articles govern voting classes, voting representatives, and the transition from Declarant control. The amended election procedures are summarized separately in Appendix 2.

5.2 Board. The Association is governed by a Board constituted under the Articles and Bylaws, not by the architectural-review provisions.

5.3 Duration. The Association is intended to exist perpetually. Dissolution requires an acceptable successor for stormwater operation and maintenance; it does not simply eliminate those obligations.

6. Assessments, Liens, and Collection

Source: D §6, PDF pp. 22–26; compare B §6 for the separate late-payment wording.

6.1 Covenant to Pay. Owners must pay the assessments applicable to their property. Assessable Operating Expenses include administration, insurance, utilities, taxes, and maintenance of the Common Area and stormwater system. The Declaration treats reserve funding separately from its definition of Operating Expenses while allowing the Board to budget for reserves.

6.2 Liens and Personal Liability. Assessments, interest, and authorized collection costs can create personal liability and an assessment lien through the stated recording process. Mortgage foreclosure and lender liability are subject to the document's qualifications and applicable law. After the secured amounts are paid, the lien must be satisfied.

6.3 Collection Remedies. The Declaration describes remedies after an assessment remains unpaid for **15 days**, including interest, collection proceedings, foreclosure, and acceleration of the remaining calendar-year assessments. It states a late fee of **$25 or 5% of the delinquent assessment, whichever is greater**, subject to its modification language. Delinquency exceeding **90 days** can also support specified voting or amenity suspensions. These are document provisions, not a substitute for legally required notices or collection procedures.

6.4 Declarant's Collection Rights. Declarant may exercise specified collection rights if the Association fails to collect assessments.

6.5 Advances by Declarant or Lenders. Authorized parties may cover certain unpaid obligations and seek reimbursement, interest, and costs as provided.

Timing caution. Bylaws §6 separately uses a **10-day** delinquency provision and **18%** interest, while the Declaration uses its defined "Interest" and the 15-day language above. Do not combine these into an invented uniform grace period. The Declaration's document-priority clause and applicable law must be considered.

7. Determining and Allocating Assessments

Source: D §7, PDF pp. 26–29.

7.1 Annual Budget. The Board determines the annual budget and allocates ordinary assessments among Contributing Homes as specified. Special treatment applies to certain expenses, including litigation against Declarant.

7.2 Payment Schedule. The stated default is payment **quarterly in advance**, on the first day of the fiscal quarter. The Board may change the payment method, frequency, or amount under the Declaration. The upload does not establish the current dues amount or actual billing schedule.

7.3 Special Assessments. Special assessments may cover extraordinary expenses, capital costs, casualties, or other authorized purposes. After turnover, the section uses the exact approval wording **"at least thirty percent (30%) of all Members represented in person or by proxy at a meeting."** It also provides Board-only exceptions for specified uninsured or underinsured casualty costs, insurance deductibles, and capital expenditures necessary to preserve or prevent damage to Common Area. The quoted denominator should not be silently replaced with a different voting threshold.

7.4 Owner Liability. Co-owners are jointly and severally responsible. Delinquencies and resulting budget shortfalls may require increased assessments on the remaining assessable Homes.

7.5 No Waiver Through Nonuse. An Owner cannot avoid assessments by not using Common Area or by abandoning the Home.

7.6 Declarant Subsidy. Declarant may voluntarily subsidize the budget. A subsidy is not a promise of future funding.

7.7 Loans and Advances. Declarant may separately lend or advance funds to the Association. The stated repayment obligations differ from voluntary subsidies.

7.8 Working Fund Contribution. The supplied Declaration requires a **$300 contribution on each purchase**, including resales. It is not an assessment prepayment or reserve contribution. If Declarant advanced the amount, the closing payment reimburses Declarant as provided.

8. Architectural Review Board (ARB)

Source: D §8, PDF pp. 29–34. These are the actual subsection subjects, replacing the draft's unsupported outline.

8.1 Members of the ARB. The ARB has **three members**. Declarant initially designates them until the stated conveyance condition or an earlier relinquishment. Thereafter, the Board appoints and may remove ARB members. This section does not supply the eligibility rules used for Directors.

8.2 Review of Proposed Construction. Obtain **prior written ARB approval** for covered exterior improvements, alterations, landscaping, paint, fences, pools, lighting, play structures, and similar changes. Submit **two complete sets** of required plans and specifications prepared by a person the ARB considers qualified. A nonrefundable review fee may be required. Changes to Association-maintained portions may also require Board approval.

The ARB considers architectural and aesthetic compatibility, materials, location, and other specified factors. It has **30 days after delivery of all required materials** to respond. **No written approval within that period means the application is deemed rejected—not approved.** Interior changes not visible outside are excepted from ARB review, but not from governmental requirements. Location and drainage restrictions in §§8.2.4–8.2.5 still apply.

8.3 Security Deposit and Indemnification. The ARB may require a construction-damage deposit of up to **$5,000**. Return depends on written completion notice, inspection, and correction of covered damage. After **five days' notice**, the Association may repair specified Common Area damage and use the deposit; the Owner remains responsible for excess costs. Separate procedures address damage to neighboring property. Deposit return is not certification of structural safety or code compliance.

8.4 Meetings. The ARB meets as needed. **Two of its three members** may act for it. A unanimously adopted written resolution may delegate duties to a representative, but not the authority to grant variances.

8.5 No Waiver of Future Approvals. One approval does not obligate the ARB to approve a later or similar proposal. This subsection is not an appeal provision.

8.6 Compensation. ARB members receive no compensation for their services, other than reimbursement of expenses.

8.7 Inspection. Owners must give written completion notice. The ARB has a stated **30-day** inspection/noncompliance-notification period. An Owner generally has **15 days** after noncompliance notice to remedy it before referral to the Board; the Board may require correction within a period not exceeding **30 days**, followed by corrective work or enforcement at the Owner's expense.

Section 8.7.4 separately contains a **deemed-compliance provision after completion notice**. Its wording refers to failure to give notification "of acceptance" within 30 days. That unusual wording is retained as a source issue rather than rewritten. It must not be confused with the initial-application rule in §8.2.3, which deems silence a rejection.

8.8 Non-Liability. The section limits ARB, representative, and Declarant liability and contains Owner indemnity provisions, with exceptions including individual willful misconduct or bad faith. Approval is not a warranty of engineering, safety, code compliance, or governmental authorization.

8.9 Variances. The ARB may grant architectural variances for stated hardship, topographic, aesthetic, environmental, or similar considerations. It may not use this authority to waive the specified sale/rental-sign prohibition.

8.10 Declarant Exemption. Declarant is exempt from this section's review requirements. The supplied text does not create a general Owner appeal to the Board from every ARB denial.

9. Maintenance and Repair

Source: D §9, PDF pp. 34–39; Declaration Amendment recorded May 8, 2020, §§3–4, PDF pp. 1–2.

9.1 Association Responsibilities. The Association maintains the property and systems allocated to it, including Common Area landscaping and improvements, common irrigation, private streets on Common Area, applicable common lighting, lake and littoral areas, buffers and preserves, perimeter/retaining walls, and the stormwater system. Specific public-utility or governmental responsibilities remain excepted. These duties are not limited to property physically outside individual Lots.

9.1.7 Perimeter and Retaining Walls. The Association maintains perimeter and retaining walls within the Property even when they lie on a Lot. The 2020 amendment corrects this subsection's internal cross-reference to **9.1.7**.

9.1.9 Common Area Alterations and Improvements. The Board may authorize **minor and insubstantial** alterations or improvements costing **no more than $5,000**. All other alterations and improvements require approval of **two-thirds of the Members represented in person or by proxy** at a properly called meeting. A materially adverse effect on a particular Owner's enjoyment also requires that Owner's and the Lot's recorded mortgagees' written consent. This is not phrased as a blanket $5,000 limit on every ordinary repair or operating expense.

9.1.10–9.1.11 Costs and Entry. Association maintenance costs are assessable Operating Expenses. Damage caused by an Owner or the Owner's household, guests, or tenants may be charged to that Lot. The Association has reasonable entry rights for emergencies and other necessary maintenance or operations.

9.2.1 General Owner Duties. Owners maintain their Lots, Homes, landscaping, structures, roofs, paint, doors, windows, and exclusively serving components, including certain components beyond the Lot boundary. They keep Lot drainage structures clear, pay separately billed utilities, control pests, maintain climate control and HVAC, promptly repair leaks, and address moisture and mold. The section also contains extensive risk-allocation and Declarant-release language.

9.2.2 Landscaping and Swales. The subsection requires Association approval for specified planting outside a private fenced backyard and protects designated open/buffer areas. Owners maintain applicable swales and prevent obstruction or erosion. Its backyard exception does not erase the separate ARB requirements in §§8.2 and 10.8.

9.2.3 Fences, Driveways, Sidewalks, and Perimeter Lots — amended. Owners generally maintain, repair, and replace Lot fencing; clean, maintain, and repair their driveways; and keep driveways and adjacent sidewalks free of stains, trash, debris, and obstructions.

The amendment defines **Perimeter Lots as Block B Lots 13–24, Block D Lots 1–8, and Block E Lot 3**. On those Lots, **the Association—not the Owner—maintains, repairs, and replaces the perimeter fencing and/or walls**. The Association also maintains landscaped areas **directly behind those perimeter fences or walls**, even within Lot boundaries. It does **not** assume landscaping inside the fenced-in areas. The amendment grants access for those duties. Do not expand this specific exception to every fence or yard in the community.

9.2.4–9.2.5 Lake Banks, Roofs, and Trees. Lake Lot Owners maintain the portions of lake-bank slopes assigned to them. Owners repair roof leaks and replace dead or dying trees as required.

9.2.6–9.2.8 Casualty and Insurance. Owners promptly restore casualty damage, maintain insurance for the Home's full insurable value, and provide proof when requested. The Association has stated enforcement and optional insurance-procurement remedies at the Owner's expense.

9.2.9 Failure to Maintain. After **15 days' written notice**, Declarant or the Association may perform neglected Owner maintenance under the stated conditions and charge the costs as an assessment secured by a lien.

9.3 Damage to Buildings. Damaged improvements must generally be restored to substantially their original condition and appearance with required ARB review. Work must begin within **three months** and be completed within **one year**, subject to delays beyond the Owner's reasonable control and the section's exceptions.

10. Occupancy and Use Restrictions

Source: D §10, PDF pp. 40–50. These summaries describe the supplied recorded language, not a current-law enforceability finding.

10.1 Enforcement. The Association may pursue damages, injunctions, authorized fines or suspensions, and cost-recovery assessments. The recorded fine procedure includes written notice identifying the violation and corrective action, at least **14 days' notice** and a hearing opportunity before an independent committee of at least **three members**, and committee approval. Directors, officers, employees, and their listed close relatives are excluded from that committee.

The original text also specifies a written Board decision within **21 days** after the described meeting and fine payment within **30 days** after notice. It includes continuing daily fines, lien limitations for fines below **$1,000**, and separate delinquency-suspension language. These dated provisions must not be used as a stand-alone present-day enforcement checklist. Suspension may not impair Home access, parking access, or utility access. Owner responsibility extends to the occupants and visitors identified in the section.

10.2 Single Family Use. The source restricts Homes to single-family use and prohibits commercial occupations or activities except Declarant's permitted activities. It defines a family as related persons or no more than **two unrelated adults** living as one housekeeping unit. This reports the recorded restriction without resolving current statutory exceptions or housing-law limitations.

10.3 Occupancy of Home. Neither Declarant nor the Association may prohibit children under the fair-housing principle expressly recognized in the section.

10.4 Nuisance. Unreasonable noise, odors, offensive activities, interference, and similar nuisances are prohibited. The text includes allowances or exceptions for reasonable construction and specified security devices.

10.5 No Improper Uses. Improper, offensive, hazardous, or unlawful uses are prohibited. Owners must correct governmental violations affecting their property at their own expense.

10.6 Leases. Only the **entire Home**, not a portion, may be rented. Tenants must comply with the governing documents, and the Owner remains jointly responsible for specified compliance and damage obligations. Within **five days after signing the lease, and no later than tenant occupancy**, the Owner must supply the complete lease and the names of the tenant and other occupants. The source describes noncompliant leases as void and prohibits leasing while Association amounts remain delinquent. It also contains rent-collection and lease-termination remedies, subject to applicable law.

> **Source limit:** the supplied §10.6 and supplied amendments do **not** state a minimum lease duration or annual lease-count cap. Such a restriction must be supported by another applicable instrument; it has not been inserted from assumption or a proposed amendment.

10.7 Removal of Sod or Shrubbery; Drainage Changes. Covered removal of improvements, sod, soil, trees, or shrubs, and changes to land conditions that permanently change surface drainage, require prior written ARB consent. Declarant's authorized development activities are excepted.

10.8 Added Landscaping. Additional landscaping requires ARB approval and is maintained at the Owner's expense. It may not permanently alter surface-water flow or drainage without required approval.

10.9 Antennas and Aerials. Exterior reception/transmission devices generally require written Association approval. The section expressly excepts satellite dishes **one meter or less** that fall within the cited federal protection; permitted location or safety rules may not unlawfully impair reception or impose unreasonable costs.

10.10 Garbage and Trash. Keep waste in approved, clean containers stored in the garage or otherwise screened as required. Put it out **after 5 p.m. the day before collection**, and remove the containers **on collection day**.

10.11 Radio Transmission. Radio-transmission devices of the kind described require the Association's written consent.

10.12 Animals and Pets. The recorded allowance is **two dogs, two cats, and pet birds per Lot**. Commercial breeding, livestock, nuisance animals, specified exotic/venomous animals, and the listed pit-bull-type and Presa Canario breeds/crosses are restricted. Pets must be controlled, carried/caged/leashed when required, legally registered and vaccinated, and their solid waste promptly removed. Owners remain responsible for damage and nuisance behavior. The source also contains assistance-animal language; it is not reproduced as a current legal eligibility or documentation test.

10.13 Clotheslines. The source prohibits exterior clotheslines visible from the street or other Lots, except as otherwise required by applicable law.

10.14 Temporary Buildings. Tents, shacks, trailers, sheds, and similar temporary structures are restricted, with stated consent and construction exceptions. They may not be used as residences.

10.15 Garages. Keep garages usable for vehicles. Conversion to living or storage space, or screening the opening, requires the specified consent. Garage doors are to remain closed except for vehicle entry and exit.

10.16 Fences. All fences require ARB approval. Easement-holder and governmental approvals may also be necessary; fences may need removal for easement access. Phase One **Plat Note 29** contains a separate ban on fencing within certain rear drainage/landscape easements. ARB approval is not a substitute for that plat restriction.

10.17 Easements. Structures and plantings may not be placed within the specified easements without required ARB approval and any other necessary consents, nor obstruct the easement's purpose.

10.18 Additions and Alterations. Covered exterior additions, alterations, painting, staining, and varnishing require prior ARB approval.

10.19 Insurance Rates. Do not conduct activities that increase the insurance rate on other covered property.

10.20 Mining and Drilling. Resource-extraction activities are prohibited. Authorized drainage excavation and maintenance are treated separately.

10.21 Maintenance Failures. After **15 days' written notice**, or a longer period allowed by the Association, it may correct a covered maintenance failure. The Owner must reimburse it within **15 days after demand**, or the amount may be assessed and liened as provided.

10.22 Subdivision. Lots may not be subdivided without prior ARB approval, subject to Declarant's exemption.

10.23 Signs. Publicly displayed signs, including signs on vehicles, require the specified ARB and Board approval unless an exception applies. Sale/rental signs have an additional restriction tied to Declarant ownership or specified marketing activities; the ARB may not waive that prohibition by variance. Security signs and Declarant advertising have separate exceptions. The supplied text does not establish whether every time-dependent restriction remains operative today.

10.24 Vehicles, Boats, and Trailers. The recorded provision generally limits outside storage to the permitted passenger-vehicle category and requires motorcycles, boats, trailers, campers, and other restricted vehicles to be enclosed in a garage. Delivery/service, emergency, construction, and Association-designated exceptions apply. This is the source's wording, not a conclusion that every vehicle restriction remains enforceable under current law.

10.25 Parking. Parking is confined to driveways and designated parking areas, subject to the stated temporary service, delivery, emergency, sales, and construction exceptions. This does not itself create unrestricted street parking.

10.26 Vehicle Operation. The source requires specified powered vehicles exceeding **5 mph** to be licensed, registered, and insured, and specified operators to be licensed. It provides exceptions for the described assistive-mobility or special equipment.

10.27 Vehicle Repair. Vehicle work is confined to a fully enclosed garage out of public view. Inoperable, unlicensed, or similarly deficient vehicles may not remain outside for more than **two consecutive days**. Nuisance vehicles and work-related exceptions are separately addressed.

10.28 Window Decor. Newspaper, foil, sheets, and similar temporary coverings are limited to **two weeks** after move-in or the stated cleaning/repair circumstances. Window tinting requires ARB approval.

10.29 Hurricane Shutters. Shutters require ARB approval, which may not be unreasonably withheld. Deploy them no earlier than the applicable hurricane watch and remove them within **10 days after the watch/warning ends**. Clear shutters may remain while the Owner is away for the season. Absent Owners must also secure loose items and arrange the specified storm preparation and follow-up.

10.30 Flags. The recorded text permits the specified U.S. and military/POW-MIA flags, subject to its size and respectful-display conditions. It describes portable flags up to **4½ by 6 feet** and a freestanding flagpole up to **20 feet**, with easement, sight-line, relative-size, and code restrictions. The section's list is reported as recorded, not as an exhaustive statement of current statutory flag rights.

10.31 Water Supply. Central service supplies potable water. Irrigation wells are allowed only under the stated conditions, including stain-reduction measures.

10.32 Sewage Disposal. Individual sewage-disposal systems are prohibited; the central system must be used as provided.

10.33 Weapons. The source prohibits the **use or discharge** of the listed weapons, including firearms, BB/pellet guns, bows, and slingshots. It does not use the draft's broader phrase "discharge or display."

10.34 Fuel Storage. Limited emergency or lawn-equipment fuel storage of up to **five gallons** is allowed. Ordinary barbecue propane has a separate allowance.

10.35 Additional Rules. The Board may adopt reasonable, nondiscriminatory rules consistent with the Declaration. The text reserves Declarant approval while the specified sales condition continues. This is not authority to contradict the Declaration.

10.36 Responsibility for Damage. Owners must pay for covered damage caused by themselves or their families, tenants, guests, or other specified persons; the amount may be assessed to the Lot.

10.37 No Waiver. Failure to enforce a restriction on one occasion does not, under the document, waive future enforcement.

10.38 Declarant Exemption. Declarant has specified development, construction, sales, marketing, and access exemptions. Their continuing application depends on the text and relevant facts.

11. Damage or Destruction of Common Area

Source: D §11, PDF pp. 51–52.

11.1 Adequate Insurance Proceeds. Damaged Common Area improvements are restored when insurance proceeds are sufficient, under the stated conditions.

11.2 Limited Shortfall. Restoration and a special assessment are required when the shortfall per Lot does not exceed the stated threshold: **$5,000 in 2018 dollars, adjusted annually by the specified consumer-price index**. It is not an unchanging present-day $5,000 figure.

11.3 Larger Shortfall. Above that adjusted threshold, a **majority of the total voting interests** determines whether to restore as before, rebuild differently, or not rebuild and retain the proceeds. The damaged site must be cleared/landscaped if not rebuilt. Certain changed or abandoned restoration plans also require Declarant consent while it owns property.

11.4 Owner-Caused Damage. An Owner may be responsible for damage caused by negligence or willful conduct that is not recovered through insurance.

11.5 Remaining Funds. Unused special-assessment proceeds are refunded proportionately under the specified order of applying insurance, ordinary funds, and special-assessment funds.

12. Insurance and Condemnation

Source: D §12, PDF pp. 52–53.

12.1 Property Coverage. The Association obtains the required replacement-value casualty coverage for insurable Common Area property, with the stated exclusions and applicable wind coverage.

12.2 Fidelity Coverage. Coverage protects Association funds against dishonesty by persons handling those funds.

12.3 Directors' and Officers' Coverage. The Association maintains the specified liability coverage for its Directors and officers.

12.4 Other Insurance. The Board may obtain additional coverage it considers appropriate.

12.5 Policy Notices. The recorded policy requirements include at least **10 days' notice** of specified cancellation or substantial changes to the Association and a named first mortgagee.

12.6 Flood Insurance. Flood insurance is conditional: it is required when the Board considers it appropriate or a mortgagee requires it, and when available. The stated amount is limited by the applicable program maximum or full replacement value, as provided.

12.7 Condemnation. Condemnation proceeds may be used for restoration when the Board considers restoration advisable and **two-thirds of the total voting interests** approve. Remaining proceeds are distributed under the Owner/mortgagee allocation provisions.

12.8 Liability Coverage. The stated minimum Common Area liability limits are **$1 million for one person, $3 million for multiple persons per occurrence, and $50,000 for property damage per occurrence**. Declarant must be included while it owns a Lot. These are documentary minimums, not evidence of the Association's actual current insurance.

12.9 Subrogation. The specified waiver of recovery rights applies only to the extent of covered, paid losses and where it does not invalidate the policy.

13. General Provisions

Source: D §13, PDF pp. 53–64. The Declaration ends at §13.21; the former duplicate and unsupported headings have been removed.

13.1 Conflicting Documents. The Declaration controls over conflicting Articles, Bylaws, and Association rules. This is the documents' internal priority rule, not an exemption from applicable law.

13.2 Notices. General Owner notices use the address in Association records, or the Home address when none is supplied, as provided. Notices to the Association or Declarant use the stated certified-mail/return-receipt procedure and the applicable designated address. Special meeting and election notice rules must also be consulted; this clause does not replace them.

13.3 Enforcement. The Association, Owners, qualifying Institutional Mortgagees, and Declarant while it has the specified interest may enforce the covenants. The prevailing party may recover Legal Fees under the provision. Remedies are cumulative and nonenforcement does not automatically waive them. The District separately may enforce stormwater obligations.

13.4 Interpretation. The Declaration is to be interpreted to carry out its community-development plan. Headings are for convenience, and grammatical terms are adjusted as the context requires.

13.5 Severability. An invalid provision is severed or limited as permitted without automatically invalidating the remainder.

13.6 Declarant's Rights. Declarant retains extensive development, construction, sales, access, approval, and protective rights. Some expressly survive turnover. The section also limits duties and liability arising from Declarant inspections or activities and protects its rights from amendment without the required consent. Turnover alone should not be treated as deleting the entire section.

13.7 Disputes. The source assigns specified disputes about property use to the Board and calls its determination final and binding. It also gives Declarant the stated presumption concerning its uses. This is not a general ARB appeal procedure or a complete explanation of legally available dispute remedies.

13.8 Amendment and Modification. Before turnover, Declarant has the stated amendment authority, subject to its limitations. After turnover, the usual Declaration-amendment route requires **Owners of two-thirds of all Lots, plus approval or ratification by a majority of the Board**. Separate provisions cover scrivener's errors/nonmaterial corrections, protected Declarant or lender rights, and lender-related amendments. Amendments become effective upon recording. Amendments affecting stormwater or conservation obligations require the specified District review.

13.9 Delegation. By Board resolution, the Association may delegate administrative, maintenance, or operational functions to a manager or other authorized party. Delegation is not itself an amendment to Owner voting requirements.

13.10 Term. The Declaration's initial term is **50 years from recording**, followed by automatic **10-year extensions**. To prevent renewal at a term's end, the stated instrument must be recorded **at least one year before that end** and signed by **two-thirds of the Lot Owners** and the specified Institutional Mortgagees holding first mortgages on **two-thirds of the institutionally mortgaged Lots**. This is not the draft's 30-year term or a general right to terminate immediately by a two-thirds Owner vote. Common Area maintenance obligations expressly survive termination or Association dissolution.

13.11 Mortgagee and Inspection Rights. Owners and qualifying mortgage holders may inspect the governing documents, books, records, and financial statements under the stated conditions. Insurance evidence is available on written request. Mortgagees that properly register their request receive specified notices of casualty, insurance changes, consent matters, and Owner defaults continuing **60 days**; listed mortgagees may also request the specified financial statement.

13.12 Approval of Association Litigation. Before engaging counsel to investigate, prepare, or file covered litigation, the Association must obtain approval of **three-fourths of the total voting interests** at a quorate membership meeting. Exceptions include assessment/charge collection, use-and-occupancy enforcement, genuine emergencies involving irreparable injury, and compulsory counterclaims. An approaching limitations deadline is expressly not an emergency for this exception. This is a litigation-approval provision, not a stated membership vote on every routine legal bill. Articles IV.D.10 also restrict how covered litigation is funded; see Appendix 2.

13.13 Compliance. Persons owning, occupying, or acquiring covered interests are bound by the governing provisions even if their individual deed does not repeat them. Declarant is not made responsible for everyone else's violations.

13.14 Security. The Association may provide security-related measures but does not guarantee safety. The section contains substantial risk-allocation and release language.

13.15 Covenants Running With the Land. Applicable restrictions bind later Owners, lessees, occupants, and successors as provided.

13.16 No Public Dedication. The Declaration does not generally dedicate Common Area to public use. Specific recorded easements or dedications must be examined separately.

13.17 No Representations or Warranties. Declarant disclaims representations and warranties except those expressly provided in the Declaration, subject to the actual language and applicable law.

13.18 Attorney-in-Fact. Owners grant the Association and Declarant specified authority to execute development-related documents on their behalf. The provision describes that authority as irrevocable and protects it from amendment as stated; it is not an unlimited general power over an Owner's affairs.

13.19 Reserved Development Rights. Declarant reserves rights to seek zoning, land-use, development-plan, and related changes, including the specified treatment of additional property. This does not independently authorize an Owner to disregard residential-use restrictions.

13.20 Wildlife Hazards. The section warns of wildlife in natural and water areas, discourages feeding or approaching animals, and directs precautions for children and pets. It disclaims a general Association or Declarant obligation to monitor or warn of every hazard.

13.21 Railroad. Owners are advised of the Florida East Coast Railroad to the east and associated noise, vibration, lights, and other impacts. The section contains related acknowledgments and releases.

Appendix 1 — Defined Terms

Source: D §§1.1–1.43, PDF pp. 2–8. These are shortened definitions; the full definitions control.

1.1 Additional Property. Land that may be added through a recorded Supplemental Declaration.

1.2 Amendments. Recorded changes adopted under the Declaration, including supplemental amendments. A numbering error does not itself invalidate an amendment.

1.3 Architectural Review Board (ARB). The three-member architectural-review body governed by §8.

1.4 Articles. The Association's Articles of Incorporation, attached as Exhibit B, as amended.

1.5 Assessment. Individual Home Assessments, Special Assessments, and other charges within the document's definition.

1.6 Association. Panther Ridge Homeowners Association of Brevard, Inc., a Florida not-for-profit corporation.

1.7 Board. The Association's Board of Directors.

1.8 Bylaws. The operating provisions attached as Exhibit C, as amended.

1.9 Common Area/Common Property. Property owned and/or maintained by the Association as designated in the governing instruments.

1.10 Completed Home. A Home with a certificate of occupancy or equivalent that has been conveyed by Declarant.

1.11 Completed Home Owner. The Owner of a Completed Home.

1.12 Contributing Home. A qualifying completed and conveyed Home subject to assessments, with the definition's exception for certain Institutional Mortgagee foreclosure/deed-in-lieu acquisitions.

1.13 Contributing Home Owner. The Owner of a Contributing Home.

1.14 County. Brevard County, Florida.

1.15 Declarant. D.R. Horton, Inc., a Delaware corporation, and expressly designated successors or assigns. Buying a Lot does not automatically transfer Declarant rights.

1.16 Declaration. The Declaration together with applicable amendments and Supplemental Declarations.

1.17 Director. A member of the Board.

1.18 Drainage System. The described private stormwater collection/conveyance improvements, including swales and culverts.

1.19 Governing Documents. The Declaration, Articles, Bylaws, rules, referenced instruments, and amendments within the definition.

1.20 HOA Act. Chapter 720, Florida Statutes, as defined by this Declaration. The definition expressly references amendments through the Declaration's recording date; it is not a supplied compilation of current statutes.

1.21 Home. A single-family dwelling unit, including its Lot.

1.22 Improvement. Buildings, structures, landscaping, and other constructed or installed features covered by the broad definition.

1.23 Incomplete Home. A Home that has not received a certificate of occupancy or equivalent.

1.24 Incomplete Home Owner. The Owner of an Incomplete Home.

1.25 Institutional Mortgage. A mortgage held by an Institutional Mortgagee as defined.

1.26 Institutional Mortgagee/Lender. The qualifying lenders, agencies, and other parties listed in the definition, including its stated Declarant category.

1.27 Interest. The maximum nonusurious lawful rate; if no maximum rate is designated by law, the definition specifies **18% per year**.

1.28 Lakes. The designated lake/stormwater bodies described by the Declaration and Plat.

1.29 Lake Lot. A Lot abutting a Lake.

1.30 Legal Fees. Covered attorney, paralegal, proceeding, appeal, and collection costs, including specified work before a lawsuit is filed.

1.31 Lot. A designated parcel on the Plat, with its improvements, on which a Home may be built.

1.32 Members. The Owners holding Association membership under the governing documents.

1.33 Notice and Hearing. The defined written-notice and hearing process, including the Owner's opportunity to appear personally or through counsel at the Owner's expense.

1.34 Owner. The record fee-simple titleholder, including Declarant where applicable; a security interest alone does not make its holder an Owner.

1.35 Panther Ridge. The planned community on the Property, initially described as 109 Homes and subject to permitted changes.

1.36 Plat. The Phase One plat and qualifying later plats. A plat may include land not yet submitted to the Declaration.

1.37 Property. The initial Exhibit A land, plus valid additions and minus valid withdrawals.

1.38 Public Records. The official public records of Brevard County.

1.39 Supplemental Declaration. Declarant's recorded instrument for the additions, withdrawals, designations, or other changes authorized by the Declaration.

1.40 District Permit. The Water Management District permit attached as Exhibit D, as amended.

1.41 Surface Water/Stormwater Management System. The facilities for collecting, conveying, storing, treating, and managing runoff, including the related land and improvements described.

1.42 Turnover Date. The transition event defined in Articles V.D.2. The supplied definition does not establish the actual date on which turnover occurred.

1.43 Water Management District. St. Johns River Water Management District (SJRWMD), or the applicable successor agency.

Appendix 2 — Companion Governance Provisions

The following provisions belong to the **Articles and Bylaws**, not to invented additional subsections of Declaration §13. They are included because the supplied amendments materially change the operating and election procedures.

A. Membership, Directors, and Officers

Sources: A Articles V, VIII, X, and XI; A 2020 Amendment, Article X.B and X.I; B §§4, 7–8.

Voting and Board size. Ordinary membership carries **one vote per Lot**, subject to the Articles' co-owner/voting-representative rules and Declarant voting class. After Declarant's Resignation Event, the Board may have **three to five Directors**, as determined under Article X.A. That section permits non-Declarant Directors who are Members or the listed parents, children, spouses, officers, or directors of Members. Eligibility should be checked against the actual ownership/entity facts and applicable law.

Turnover is not every developer-rights deadline. The Articles distinguish turnover, the initial election, and Declarant's Resignation Event. The 2020 amendment provides at least one Owner-elected Director when **50% of the ultimately operated Lots** have been conveyed to Members. Article X.C's planned 212 Lots is not proof of the present total or present control status.

Terms and officer positions. Article X.I provides staggered Director terms, with the prescribed initial one-/two-year allocation and subsequent **two-year terms**. The Board separately elects officers annually; the President must be a Director. Election to a Board seat is not a direct homeowner election to the presidency. Officer removal and Director removal are separate matters. Written resignations and the automatic resignation triggered by disposal of all Homes for the specified non-Declarant officeholders are addressed in Bylaws §8.

Indemnification. Articles XI provides Director/officer indemnification within its terms, but excludes the specified admitted or adjudged willful misfeasance or malfeasance. This is not an unconditional Declaration guarantee against personal liability.

B. Meetings, Records, and Rules

Sources: A Article X.G; B §§3–4, 9–12, 14–17; B 2020 Amendment §§3.4, 3.10, 3.12–3.13, and 4.15.

General member meetings. The usual quorum is **30% of the total votes**. Unless a greater threshold applies, ordinary decisions use the prescribed majority of represented/cast votes at a quorate meeting. Special-member-meeting notice is **14–45 days**. A general member-requested special meeting uses the Bylaws' **one-third** petition threshold; a Director-recall meeting has the separate Articles provision for a **10%** request. The recall approval threshold is a **majority of Purchaser voting interests**, not merely a majority of people attending.

Proxies. The amended Bylaws prohibit proxies for **Director elections**. For permitted other matters and quorum, a proxy must satisfy the written, signed, meeting-specific filing requirements. It expires **90 days after the original meeting date** and is revocable before use as provided.

Board meetings. A majority of the entire Board constitutes a quorum; a majority present ordinarily acts. The organizational meeting is to occur within **10 days** after election. The **three-day notice** in Bylaws §4.6 is notice to Directors; member notice is separately tied to the HOA Act in §4.7. Section 4.13 provides open meetings and member participation on agenda items, with legally permitted closed-session exceptions. The remote-meeting amendment does not expressly delete §4.13.

Remote meetings and electronic voting. The 2020 amendments authorize the described remote member and Board meetings, with the specified audibility, quorum, participation, and minutes requirements. Electronic voting is optional under §3.13 and its statutory reference. The attached consent and revocation forms require filing **at least five days before the applicable meeting/election**. Consenting Owners retain the specified in-person/paper options. A current meeting notice and adopted implementation procedures are still needed; the amendment alone is not evidence that electronic voting is active.

Minutes and records. Bylaws §3.9 requires member-meeting minutes to be retained for at least **seven years**; §4.11 requires Board minutes to be kept and made available for inspection. Section 9 addresses financial records and authorized representatives. The annual accountant's report is available through the written-request procedure in §9.7. Section 12 requires an ownership roster and designated notice information.

Budget and new rules. Bylaws §9.2 places the annual budget meeting in **November or December** before the budget year and addresses providing the adopted budget on request. Section 10 requires new/amended rules to be consistent with the governing documents and delivered to Members, ordinarily becoming effective **48 hours after delivery/mailing**. Its separate conspicuous-posting procedure applies to rules for a specific property area. Robert's Rules of Order applies under §11 only when not inconsistent with the governing documents.

Disputes. Bylaws §§14–16 contain dated mediation, arbitration, recall, and notice/hearing provisions. Consult the actual text and current applicable procedures rather than treating this summary as filing instructions.

C. Amended Director-Election Procedure

Sources: B 2020 Amendment §4.2, PDF pp. 6–9; A 2020 Amendment Article X.E, PDF pp. 3–6, for the initial election.

First notice — at least 30 days before. Mail or deliver the election notice and candidate-intent form.

Candidate deadline — 5 p.m. on the 20th day before. The Association must receive the notice of intent by this deadline. The amendment permits the listed delivery methods. No floor nominations are allowed. A candidate may also submit a **one-sided 8½ × 11-inch information sheet at least 20 days before** the election.

Second notice — 14–19 days before. Send the second notice, ballot, required envelope, and timely submitted candidate information. Candidate names appear alphabetically by last name, without an incumbent designation. **No write-ins** are permitted.

Ballot handling. Each Lot has one ballot. Follow the sealed-envelope requirements, including the voter's name, Lot identification, and signature. Accepted ballots may not be changed or withdrawn. An impartial committee—not current Directors, officers, candidates, or their spouses—validates and publicly counts ballots. The amendment specifies when envelopes may be checked/opened, retention, rejection, and poll closing. Any permitted prechecking on election day requires the stated **48-hour posted notice**.

Participation and result. The election itself does not require the general meeting quorum, but **at least 20% of eligible Members must cast ballots**. Highest vote totals win; cumulative voting is not allowed. Under amended Bylaws §4.2, no election is required when timely qualified candidates do not exceed vacancies; they are seated at the scheduled annual meeting regardless of quorum.

Ties. Unless resolved by the candidates' permitted voluntary agreement, the tied-seat runoff is noticed within **14 days** and held within **30 days**, as specified.

D. Amendments and Litigation Funding

Sources: A Articles IV.D.10 and XIII; B §13; D §§13.8 and 13.12.

Different instruments have different amendment rules. The Declaration's ordinary post-turnover rule is **two-thirds of all Lot Owners plus a majority of the Board**. Articles XIII has its own Board-resolution, member-vote, Board-consent, and filing provisions; its meeting route uses a **majority of voting interests present**, with the required Board consent. Bylaws §13 permits the specified member-majority or Board-majority route, but the Board cannot use it to contradict a Bylaw previously adopted by Members. Protected Declarant/lender rights and required recording or filing steps also apply. These thresholds are not interchangeable.

Covered litigation funding. Articles IV.D.10 requires the specified litigation to be funded through a **special assessment for that purpose**, rather than borrowing or using reserves, ordinary operating funds, or other designated funds. Read its exceptions together with Declaration §13.12; do not assume the limitation applies to every routine legal service.

Appendix 3 — Source Register and Coverage Limits

Supplied Recorded Instruments

D — Panther Ridge Deed Restrictions.pdf. Recorded **October 24, 2018**, Official Records (OR) Book **8292, page 2504** onward. Declaration text: PDF pp. **2–64**; Exhibit A legal description: p. **67**. The original property description covers the stated Phase One Lots and tracts, not every possible future phase.

A — Articles of Incorporation. Included as Exhibit B in D; substantive text at PDF pp. **70–83**, with execution/acceptance pages following. Read together with **Amendment to Articles of Incorporation.pdf**, recorded **October 13, 2020**, OR Book **8884, pp. 384–389**. The amendment changes Article X's initial-election provisions and term wording.

B — Bylaws. Included as Exhibit C in D, PDF pp. **87–98**. Read together with **Amendment to Bylaws.pdf**, recorded **October 13, 2020**, OR Book **8884, pp. 390–400**. It revises meeting/election/proxy procedures and adds remote meetings and electronic voting, including consent/revocation forms.

Declaration maintenance amendment. File: **Amendment to Declaration for Panther Ridge (5.8.2020)(BK 8737 PG 1132).pdf**. Recorded **May 8, 2020**, OR Book **8737, pp. 1132–1136**. It corrects §9.1.7 and replaces §9.2.3; it is not a general restatement of the Declaration.

Phase Two supplement. File: **Panther Ridge Supplemental to Deed Restrictions.pdf**. Recorded **July 15, 2019**, OR Book **8487, pp. 1263–1266**. It adds the identified Phase Two Lots and Common Area described in §3 of this summary.

Plats. Supplied files: **01. Phase One Plat.pdf** (Plat Book **66, pp. 36–40**); **02. Phase Two Plat.pdf** (Plat Book **67, pp. 44–45**); and **05. Phase Three Plat.pdf** (Plat Book **68, pp. 14–15**). Use the relevant sheet, Lot/Block designation, dedication, tract table, and easement notes for a property-specific question. A street address alone is not a substitute for locating the Lot on the plat.

District Permit. D Exhibit D, PDF pp. **100–112**, contains SJRWMD Permit **150643-1**, issued **October 18, 2017**, and related material. It is the supplied permit version, not proof of its current transfer, operational status, or later modifications.

Plat and Permit Points Worth Preserving

Private roads and tract duties. The plats identify road tracts as private and assign the stated ownership/maintenance responsibilities to the Association. Governmental utility or emergency-access easements are separate from general public-road ownership. Tract tables and dedications must be read together.

Rear-easement fencing. Phase One Note **29** prohibits fencing within the specified rear private drainage/landscape easements for **Block B Lots 1–24, Block C Lots 1–22, and Block G Lots 1–35**, and within the specified rear private drainage easements for **Block L Lot 1 and Block M Lot 1**. This reports the note's actual list; it does not assume every listed Lot was conveyed or submitted to the Declaration at the same time. Phase Two Note **19** separately addresses rear easements for **Block B Lots 1–12**.

Stormwater inspections. Permit Condition **25** requires an inspection within **two years after completion** and **every two years thereafter**, with records of the inspector, date, and system performance. A malfunction triggers the stated **30-day** report/remedial-action process. Conditions **16 and 20–24** address routine debris/sediment maintenance, protected waters, preservation-tract fencing/signage, and compliance with the approved plans. This is not evidence that those inspections or transfers actually occurred.

Limits of This Revision

Later amendments and rules are not assumed. The supplied amendments end in 2020. No separate later lease-duration/count amendment, adopted architectural guideline set, color chart, current budget, or current meeting/election notice is included in this ZIP. Therefore this summary does not supply those missing rules or claim to be a complete current consolidation.

Phase Three submission needs its own record check. A Phase Three plat is supplied and references the Declaration, but no separately identified Phase Three Supplemental Declaration is included in the archive. This summary does not infer that the phase is outside the HOA; it simply does not certify the complete annexation history from a plat alone.

Text ambiguities are disclosed, not repaired by invention. These include the “of acceptance” wording in §8.7.4, the different delinquency timing in D §6.3 and B §6, and the precise special-assessment voting language in §7.3. The summary also distinguishes sidewalk cleaning under amended §9.2.3 from a parcel-specific determination of sidewalk ownership or structural-repair responsibility.

Scope of corrections. This revision completes the unfinished §13 entries; restores the actual §8 and §13 organization; corrects the initial ARB decision rule, Declaration term, and weapons wording; adds material deadlines, voting denominators, and exceptions; incorporates the supplied maintenance and election amendments; and removes unsupported stand-alone provisions from the earlier draft. Nothing in this summary adopts a new restriction or resolves the enforceability of a disputed one.