

THIS INSTRUMENT WAS PREPARED BY  
AND RETURN TO:  
Robert N. Manning, Esq.  
MANNING LAW FIRM, PLLC  
7827 N. Wickham Rd., Suite C  
Melbourne, FL 32940

**CERTIFICATE OF SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS AND RESTRICTIONS OF QUAIL**  
**VILLAGE HOMEOWNERS ASSOCIATION, INC.**

THE UNDERSIGNED as President and Secretary of Quail Village Homeowners Association, Inc., a Florida corporation not-for-profit (hereinafter the "Association"), pursuant to Florida Statutes and the Amended and Restated Declaration of Covenants and Restrictions of Quail Village recorded in the Public Records of Brevard County, Florida, in Official Records Book 8969, Page 1593, (hereinafter referred to as the "Declaration"), do hereby certify the Second Amendment to the Amended and Restated Declaration of Covenants and Restrictions attached hereto and by reference made a part hereof (hereinafter the "Amendment") was duly adopted on November 21, 2024 at the Annual Meeting of the Association.

Said Amendment was approved in accordance with the requirements of Article X, Section 4, of the Declaration, by the affirmative vote of 2/3 of the Owners voting in person or by proxy. Proper notice was given for the meeting of the members pursuant to the Declaration, the Bylaws of the Association and Florida Statutes.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 7<sup>th</sup> day of March, 2025.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered in the presence of:  
**QUAIL VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

By: William McKinney  
William McKinney, President

Anne Marie Toland  
Anne Marie Toland, 7827 N. Wickham Rd., Ste. C  
Melbourne, FL 32940

Robert Manning  
Robert Manning, 7827 N. Wickham Rd., Ste. C  
Melbourne, FL 32940

STATE OF FLORIDA  
COUNTY OF BREVARD

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th  
day of March, 2025 by William McKinney, President of Quail Village Homeowners Association, Inc.

Anne Marie Toland  
NOTARY PUBLIC

☐ Personally Known or  
☒ Produced Identification FL DH

(SEAL)



**ANNE MARIE TOLAND**  
Notary Public State of Florida  
Commission # HH192310  
Expires Nov. 20, 2025  
Bonded through  
National Notary Assn.

**QUAIL VILLAGE HOMEOWNERS  
ASSOCIATION, INC.**

By: Lurinda Platt  
Lurinda Platt, Secretary

Anne Marie Toland  
Anne Marie Toland, 7827 N. Wickham Rd., Ste. C  
Melbourne, FL 32940

Robert Manning  
Robert Manning, 7827 N. Wickham Rd., Ste. C  
Melbourne, FL 32940

STATE OF FLORIDA  
COUNTY OF BREVARD

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7th  
day of March, 2025 by Lurinda Platt, Secretary of Quail Village Homeowners Association, Inc.

Anne Marie Toland  
NOTARY PUBLIC

☐ Personally Known or  
☒ Produced Identification FL DH

(SEAL)



**ANNE MARIE TOLAND**  
Notary Public State of Florida  
Commission # HH192310  
Expires Nov. 20, 2025  
Bonded through  
National Notary Assn.

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
QUAIL VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**As Amended on November 21, 2024**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (Declaration) is to provide for the preservation of the values and amenities, and the maintenance of the entrance boulevard, open spaces, retention areas, streets, drainage, systems, common areas, recreation areas and common facilities on the property as provided by the Articles of Incorporation.

This Declaration is binding on all parties having any right, title or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns.

**ARTICLE I  
DEFINITIONS**

1. **PROPERTY:** The property as described in the Articles and more fully described in Exhibits "A-1" and "A-2" therein, and any additional property that may be acquired by and brought within the jurisdiction of the Association.
2. **ASSOCIATION:** QUAIL VILLAGE HOMEOWNERS ASSOCIATION, INC. (Association), a Florida not-for-profit corporation, its successors and assigns.
3. **UNIT:** Any dwelling site within the property, and any dwelling thereon.
4. **OWNER:** The record owner, whether one or more persons or entities, of a fee simple title to any "Unit" or real property which is a part of or situated upon the property; However, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
5. **COMMON AREA:** All real property (including improvements thereon) owned from time to time by the Association for the common use and enjoyment of the owners.

**ARTICLE II  
PROPERTY RIGHTS: MERGERS**

1. Upon a merger or consolidation of the Association with another association as provided in the Articles, its properties, rights, and obligations may be transferred to another surviving or consolidated Association- The surviving Association may administer this Declaration with the declarations of other consolidated associations as the overall plan or scheme.
2. **Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:
  - (a) The Association has the right to charge reasonable admission and other fees for the use of any recreational facility.
  - (b) The Association may suspend the right to use the recreational facilities by any Owner for any period during which any assessment against his Unit remains unpaid.
  - (c) The Association may suspend (after notice and hearing) the right to use the recreational facilities for up to sixty (60) days for any infraction of its published rules and regulations.

3. **Delegation of Use.** Any Owner shall delegate his right of enjoyment to the common area and facilities to the members of his family, or to the residents of his property, be they family or tenants, who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

1. **Membership.** Every owner of a dwelling unit shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any unit subject to assessment.
2. **Voting Rights.** All members shall be entitled to one vote for each unit owned. When more than one person holds an interest in a unit, the vote for such unit shall be exercised as they among themselves determine and in accordance with the By-Laws, but in no event shall more than one (1) vote be cast with respect to any unit.

### ARTICLE IV COVENANT FOR ASSESSMENTS

1. **Creation of Lien and Personal Obligation.** The owner of each unit, by acceptance of a deed, is deemed to covenant and agree to pay the Association all assessments and charges levied. Any assessment, including any interest and costs, shall be a charge on the land and shall be a continuing lien upon the property against which it is made.

Any assessment shall be the personal obligation of the owner of such property at the time the assessment was due. Pursuant to section 720.3085 Florida Statutes, as amended from time to time, a parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present parcel owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

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 and for the improvement, operation and maintenance of the common area, including, but not limited to:
  - (a) Payment of operating expenses
  - (b) Maintenance, improvement, and operation of the recreation facilities and common areas, open spaces, retention areas, irrigation systems, and the entrance boulevard;
  - (c) Exterior maintenance on all buildings;
  - (d) Taxes, insurance, labor and equipment;
  - (e) Doing any other thing necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the property, or to eliminate fire, health, or safety hazards;
  - (f) Repayment of funds and interest thereon that have been borrowed by the Association for any of these purposes.
3. **Maximum Annual Assessment.** The annual assessment may be increased each year, by the Board of Directors, by five percent (5%) rounded up to the next whole dollar. The assessment may

be increased above five percent (5%) rounded up to the next whole dollar by a vote of the majority of the members (50% plus 1) present in person or by proxy at a meeting called for that purpose.

4. **Special Assessments.** The Association may levy a Special Assessment in any year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of (a) capital improvements on the common area, including fixtures and personal property related thereto; and (b) drainage systems and landscaping, or (c) operating budget deficit for homeowner exterior repairs and/or landscape maintenance. Any special assessment requires the vote of two-thirds of the members present in person or by proxy at a meeting called for that purpose.
5. **Notice and Quorum.** Written notice of any meeting called for the purpose of any action authorized under 3. and 4. above shall be sent to all members not less than fourteen (14) days nor more than forty-five (45) days in advance of the meeting. At such meeting the presence of thirty percent (30%) of all the members in person or by proxy, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and at the subsequent meeting, twenty-five percent (25%) will constitute a quorum. No such subsequent meetings shall be held more than sixty (60) days following the original meeting.
6. **Rate of Assessment.** All assessments, both annual and special, must be fixed at a uniform rate for all units. All assessments may be collected on a monthly basis or such other basis as may be determined by the Board of Directors.
7. **Date of Assessment.** The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of the assessment period, which is the calendar year. Written notice of the annual assessment shall be sent to each member subject thereto.
8. **Non-payment of Assessments.** If any assessment is not paid within ten (10) days after the due date, which is the first day of each month, it becomes delinquent, and together with interest and any costs may become a continuing lien on the unit. If any assessment is not paid on or before the tenth (10<sup>th</sup>) day of each month, there will be a twenty-five dollar (\$25.00) late charge and the assessment shall accrue simple interest at the annual rate of eighteen percent (18%).

The Board of Directors shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified unit has been paid. A properly executed certificate of the Association as to the status of assessments on the unit is binding upon the Association as of the date of its issuance.

9. **Sale or Transfer of any unit shall not affect the assessment lien, except as provided by Florida Statute.** The Association's lien shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. Pursuant to section 720.3085 Florida Statute, notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of
  - (a) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
  - (b) One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

An association, or its successor or assignee, that acquires title to a parcel through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103(2) or s. 720.301 (9), which holds a superior lien interest on the parcel. This paragraph is intended to clarify existing law.

## ARTICLE V RESERVES

The Association shall adequately fund reserves dedicated to maintain and repair on any common element as identified by the Association's Board of Directors, where the replacement cost exceeds \$2,500, including deferred maintenance.

## ARTICLE VI GENERAL RESTRICTIONS

1. **Condition of Building and Grounds.** It is the owner's responsibility to prevent unclean, unsightly or unkempt conditions of buildings or grounds on the owner's Unit, which would decrease the beauty of the community as a whole or the specific area as determined by the Board of Directors or their designee.
2. **Offensive Activity.** No noxious or offensive activity shall be carried on at any unit, nor shall anything be done that might cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be plants, animals, or anything of any sort whose activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment or value of other property in the neighborhood by the owners thereof.
3. **Architectural Control.** No building, fence, wall or other structure shall be commenced, erected or maintained on the property, nor shall any exterior addition to, change, or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more members appointed by the Board.  
  
If the Board, or its committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
4. **Temporary Structures.** No structure of a temporary character, trailer, recreational vehicle, mobile home, camping trailer, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a residence either temporarily or permanently.
5. **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that one (1) dog or cat or other household pet may be kept, provided that they are kept within doors at all times, or kept on a leash when outside, and will not be kept, bred, maintained for any commercial purposes. The owner shall be responsible for all damages caused by said pets and shall insure that all waste material from such pets shall be disposed of in a sanitary manner.
6. **Plants and Trees.** No plants, trees, or shrubs will be planted on the property unless approved by the Board or its Committee except that plants may be placed in existing beds, and shall be maintained by the homeowner. Any damage to the water or sprinkler lines incurred while planting in existing beds shall be the responsibility of the homeowner. Ficus trees, bougainvillea plants, and asparagus ferns shall not be planted anywhere on the property.

7. **Trash.** Trash, garbage, or rubbish of any kind will be kept in plastic sanitary containers within designated trash areas awaiting timely disposal off premises.
8. **Vehicles.** Vehicles of any kind that are inoperable and/or without a current license tag cannot be stored anywhere on the property. Owners are prohibited from making repairs on any type vehicle anywhere on the property. No boat, trailer, or camper will be parked on the property, except in the designated storage area after written authorization by the Board of Directors or their designated representative has been obtained.
9. **Parking.** All street parking, including near or at fire hydrants, shall conform to City of Melbourne ordinances and codes as they currently exist or as may be amended from time to time.
10. **Antennas and Solar Panels.** Only solar panels and a television antenna or satellite dish are permitted. Installation shall be approved by the Board of Directors or their ACC Committee and shall be installed as unobtrusively as possible. The homeowner is responsible for any damage to the roof during the installation of the devices and any damage to the roof or exterior of the unit thereafter due to the device.
11. **Hurricane Shutters.** Hurricane shutters must conform to colors currently used in the community.
12. **Signs.** No sign of any kind will be displayed detached from a building.
13. **Leasing and Renting.** Owners shall not be allowed to lease/rent their property until a period of twelve (12) months from date ownership was originally acquired. Owners shall be prohibited from renting or leasing their property for less than one year.

Any lease or rental agreement must include an Addendum to the Lease (or Rental Agreement) that states the Renter:

- (a) has been provided current copies of
  - (1) the QVHOA Declaration of Covenants, Conditions, and Restrictions,
  - (2) the QVHOA By-caws,
  - (3) the QVHOA Rules and Regulations, and
  - (4) the QVHOA Frequently Asked Questions.
- (b) has read these documents,
- (c) recognizes that he/she must abide by these documents.

This Addendum must be signed and dated by both the Renter and Owner (or the Owner's agent). A copy of the signed Addendum must be provided to the QVHOA Secretary within a week of the signing of the lease (or rental agreement).

## ARTICLE VII HOME INSPECTIONS

1. All Owners are required to obtain an Exterior Inspection Report at owner's expense prepared by a licensed home inspector for their unit every five years and to provide a copy of that report to the Board of Directors. Each Inspection Report shall list and describe every defect, deficiency, and/or concern identified on the exterior of the home and shall contain pictures of each listed item with a description of the location of the item sufficient for quick location. Failure to do so will be interpreted as Neglect By Owner by the Board of Directors, see Article VIII, section 5.
2. Homes that have not submitted a current (within last 5 years) Inspection report will not be covered by HOA Maintenance. If the Inspection Report on file for a home becomes more that 5 years old,

that home will not be covered by HOA Maintenance. If an Inspection Report is filed for a home not covered by HOA Maintenance, that home will not be covered by HOA Maintenance until the owner files proof that all the deficiencies identified in the newest Inspection Report have been corrected.

3. The required Home Inspection Report must cover all aspects of the exterior of the building so the HOA ACC can determine what maintenance is needed and covered by the HOA. A full Exterior Inspection or an Inspection for a Home Sale generally meets this requirement. Four Point (4P) Inspections and/or Wind Mitigation Reports (WMRs) do NOT meet this requirement.
4. When an Inspection Report is filed that does not cover the items deemed necessary by the HOA, the HOA will notify, by letter, the owner of such deficiencies and the owner will have 30 days to remedy the identified deficiencies for the Inspection Report to be accepted.

## ARTICLE VIII MAINTENANCE

The Board of Directors shall establish and publish standards for exterior maintenance including any changes proposed by Owners. Such standards shall include a requirement that the work be in compliance with all current building codes and completed by licensed, insured contractors, A&E firms and/or professional engineers. Drawings shall be approved by the Board of Directors or their ACC Committee. Any proposed changes shall also ensure that the color and quality of materials proposed to be used are consistent and conform to the existing general nature of the community.

1. Owners are responsible to notify the Association as soon as possible of needed repairs. Repairs as a result of negligence or willful acts will be the owner's responsibility. Lack of timely notice will result in the Association doing the work and billing the owner.
2. **Exterior Maintenance.** In addition to maintenance on the common areas, the Association will provide exterior maintenance on all buildings on the property including the following:
  - (a) Repair of exterior building surfaces including paint, stucco, siding, and repair to shingled roof surfaces
  - (b) Repair of wood trim around doors and windows
  - (c) Repair of wood fascia boards on shingled(pitched) and flat roofs
  - (d) Repair of posts and beams supporting flat roofs
  - (e) Repair of privacy walls on porches (siding and interior framing)
3. **Owner Responsibility for Exterior Maintenance.** The following repairs are the responsibility of the Owner:
  - (a) **Roofs.** QVHA is not obligated nor responsible to do roof replacement. Pitched (shingled) roofs shall be re-roofed using architectural shingles with a limited lifetime warranty with a 130 mile per hour wind resistance. The color of the new shingles shall be comparable to the color of the replaced shingles as possible (medium to dark brown). Ridge vents shall be replaced with singles over ridge vents (not metal roof vents).
  - (b) Flat roofs and associated balcony railings, rafters, wood roof decking, roofing materials, and flashing for flat roof joints with walls and/or other roofs
  - (c) Courtyard Gates and privacy walls around atriums
  - (d) Entry walks and driveways in general
  - (e) Doors, windows, garage doors, screen doors and window screens, skylights, pergolas, gutters or downspouts, and hurricane protection.



- (f) Chimney surfaces, chimney flashing, chimney covers and flue spark arrestors
  - (g) Domestic appliances, for example air conditioner units, water softeners, hot tubs, etc.
  - (h) Utility connections, for example phone, tv cable, internet, water, sewer, and/or electricity
  - (i) Any latent defects of the original building structure (e.g. rebar corrosion or cracks in garage curb walls)
  - (j) Any exterior improvement approved by the Board and made by homeowner.
4. **Access to Units.** The Association and its authorized agents or employees have the right to access (including hiring a locksmith at the owner's expense) to any unit during reasonable hours for the purpose of performing needed maintenance, repair, or inspection, after reasonable notice to the owner. No maintenance or inspection will be performed on Sunday, except required emergency repairs.
  5. **Neglect By Owner.** Owners are responsible for notifying the Board of needed repair or maintenance. Owners and owner's agent(s) will be held responsible for any repair required as the result of willful or negligent acts of the family, guests, animals, or tenants. The cost of any repair required through willful or negligent acts will be added to and become a part of the assessment for that unit.

#### ARTICLE IX PARTY WALLS

1. **Rules of Law Apply.** Each wall which is built as part of the original construction of the dwelling unit and placed on the dividing line between the units is a party wall. General rules of law, when not inconsistent with this Article, regarding liability for property damage due to negligence or willful acts or omissions shall apply.
2. **Cost of Repair.** The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who use the wall in proportion to such use.
3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any owner who has use of the wall may restore it. The other owner shall contribute to the cost of restoration in proportion to his use without prejudice to the right of any owner to call for a larger contribution under any rule of law regarding liability for negligent or willful actions or omissions.
4. **Weatherproofing.** An owner who, by neglect or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.
5. **Right of Contribution.** The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.
6. **Arbitration.** In the event of any dispute concerning a party wall, or other dispute concerning this Article, such disputes shall be resolved by compulsory binding arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision of a majority of the arbitrators shall be final and binding on all parties to the dispute.

#### ARTICLE X GENERAL PROVISIONS

1. **Enforcement.** The association, or any owner, shall have a right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by

this Declaration. Any owner found by a court of competent jurisdiction to be in violation of the terms of this Declaration shall be obligated to pay the reasonable attorneys fees and expenses incurred in any litigation, and the unit owned by such owner shall be subject to a lien, to secure payment of such obligation. Failure of the Association or of any owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.** Invalidation of any one of the provisions of this Declaration by judgment or court order, shall not affect any other provision, which will remain in full force and effect.
3. **Duration.** This Declaration shall be in effect for twenty (20) years from the date first recorded, and shall be automatically extended for successive ten (10) year periods.
4. **Amendment.** The presence of thirty percent (30%) of all members present, in person or by proxy, shall constitute a quorum for the purposes of amendment. This Declaration may be amended by a vote of at least two-thirds (2/3) of the owners voting in person or by proxy at a meeting called for that purpose.

A resolution setting forth the proposed amendment, or a summary of the changes to be effected thereby, shall be sent to each owner not less than fourteen (14) nor more than forty-five (45) days before the date of the meeting.

The amended Declaration shall be recorded in the official records of Brevard County, Florida.

5. **Encroachments.** In the event that any dwelling unit shall encroach upon the common area or any other dwelling unit, or in the event any common area shall encroach on any dwelling unit, then an easement shall exist to the extent of that encroachment for as long as the encroachment shall exist.
6. **Notices.** Any notice required to be sent to any owner under the provisions of this Declaration will be deemed to have been sent when hand delivered or mailed by the U.S. Postal Service or electronically to the last known address on the records of the Association at the time of such mailing.

## ARTICLE XI LENDERS RIGHTS

1. **Information.** Upon written request and during normal business hours, the Association shall make available for inspection by the owner, lender, insurer, or holder of the first mortgage on a unit, a current copy of this Declaration, the Articles, the By-Laws, Rules, records, books, and financial statements of the Association.
2. **Financial Statement.** Upon written request, and for a nominal charge, the owner or holder of first mortgage will be entitled to a copy of the financial statement for the immediately preceding year.

## ARTICLE XII EMERGENCY POWERS

The board of directors, in response to damage caused by an event for which a state of emergency is declared pursuant to S. 252.36 in the area encompassed by the association, for a limited time reasonably necessary to protect the health, safety, and welfare of the association and the parcel owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs, in accordance with Florida Statute 720.316, as amended from time to time, may exercise the powers granted to them in the Florida Statute.