

## **BYLAWS**

### **OF**

## **RAINTREE FOREST PROPERTY OWNERS' ASSOCIATION, INC.**

(A Not For Profit Corporation)

### **ARTICLE 1**

#### **Identity**

1.1 Name. The name of the corporation shall be Raintree Forest {Property Owners' Association, Inc. (the "Association").

1.2 Purposes. The Association is organized for the purpose of being a homeowners association within the meaning of Chapter 720, Florida Statutes (the "Homeowners' Association Act"), as amended from time to time, and in turn for the purpose of operating, governing, administering and managing the property and affairs of Raintree Forest (the "Community"), established upon the real property in St. Lucie County, Florida, as more particularly described in the First Restatement of Reservations and Restrictive Covenants for Raintree Forest, a Private Unrecorded Subdivision (the "Declaration") as recorded in the Official Records of St. Lucie County, Florida, commencing at Book 1199, Page 1785, et seq. The purposes of the Association shall include the exercise of all powers granted to it as a corporation under the laws of the State of Florida; these Bylaws of Raintree Forest Property Owners' Association, Inc. (the "Bylaws"); the Articles of Incorporation for Raintree Forest Property Owners' Association, Inc. (the "Articles of Incorporation"); the Declaration; and further to exercise all powers granted to a homeowners association under the Homeowners' Association Act (Fla. Stat. §720) and the Corporations Not For Profit Act (Fla. Stat. §617), both as amended from time to time.

1.3 Principal Office. The principal address of the Association shall be 3608 Wilderness Drive, Fort Pierce, Florida 34982. The Association's Board of Directors may change the location of the principal address from time to time.

1.4 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.

1.5 Seal. The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and must identify the Association as a not-for-profit corporation. The words "corporate seal" may be used in lieu of a raised corporate seal; however, a corporate seal is not required to validate corporate actions unless otherwise specifically required by law.

1.6 Definitions. All terms used in the Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration and the Homeowners' Association Act.

**ARTICLE 2**  
**Powers and Duties of the Homeowners Association**

The Association shall have all powers granted to it under the laws of the State of Florida, the Declaration, the Articles of Incorporation, and the Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these Bylaws or by law. The affairs and operation of the Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All powers and duties of the Association existing under Florida law, the Declaration, the Articles of Incorporation, and the Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law.

**ARTICLE 3**  
**Membership**

3.1 Members. Membership in the Association is limited to Owners of Lots in the Raintree Forest Community. Membership is automatically conferred upon the acquisition of title to a Lot in the Community, as evidenced by the recording of a deed or other appropriate instrument to such Lot in the Official Records of St. Lucie County, Florida.

3.2 Voting Rights. There shall only be allowed one (1) vote per Lot, which shall be cast as provided in these Bylaws. The Owner(s) of each Lot shall collectively be entitled to one (1) vote on behalf of each Lot, as a Member of the Association

3.3 Termination of Membership. Whenever a Member ceases to be an Owner of a Lot in the Association, his or her membership shall then and there automatically terminate.

3.4 Transfer of Membership. Membership in the Association is an incident of Lot ownership in the Raintree Forest Community and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

**ARTICLE 4**  
**Meetings of Members**

4.1 Place of Meetings. The Board of Directors may designate any place located within thirty (30) miles of the Raintree Forest Community, as the place of meeting for any annual or special meeting, and if no such designation is made, such meeting shall take place at the Principal Office.

4.2 Annual Meeting. An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Association as may come before the meeting. No meeting shall be held on a legal holiday.

4.3 Special Meetings. A special meeting of the Members may be called by the President, by a majority of the Board of Directors, or by not less than thirty percent (30%) of the total voting interests of the Association.

4.4 Notice of Meetings. Written or printed notice, stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The Association shall also post in a conspicuous place in the Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means.

4.5 Electronic Transmission and Broadcast Notice. Notwithstanding any other provision herein, notice of membership meetings, except membership meetings to recall Directors, meetings of the Board of Directors and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting in the Subdivision, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system or website serving the Lot owners. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required hereunder. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient

continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 Written Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Owner action by written agreement shall comply with the procedural requirements of Section 617.0701 (4), Florida Statutes.

4.7 Quorum. Those Members present, in person or by proxy, holding at least thirty percent (30%) of the eligible Voting Interests of the Association which may be cast at a meeting shall constitute a quorum at such meeting. A majority of Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

4.8 Proxies. Votes may be cast in person or by written proxy substantially complying with the Homeowners' Association Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owners intent to cast a proxy vote. The use of proxies is to be liberally construed.

4.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the Members present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, these Bylaws or such statute shall control.

4.10 Indivisible Vote. Each Lot shall have one indivisible vote. If a Lot is owned by a corporation, any officer or authorized agent may vote on behalf of said corporation. If a Lot is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot is owned by husband and wife, either spouse may cast a vote on behalf of the Lot. If a Lot is owned in trust, any trustee or beneficiary of the trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Lot owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot, unless the Lot has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

4.11 Order of Business. The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

- A. Call to Order by the President;
- B. Election of Chairman;
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

## **ARTICLE 5**

### **Election of Board of Directors**

5.1 Number and Term. The Association shall be governed by a Board of Directors composed of five (5) Directors. Directors shall serve staggered two-year terms of office such that three (3) Directors shall be elected in each even numbered year and two (2) Directors shall be elected in each odd numbered year. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least sixty (60) days prior to the end of any calendar year and a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered such that a majority of Directors are elected in each even numbered year and the remaining Directors are elected in each odd numbered year.

5.2 Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be Lot Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of

a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Lots (the "Division") is not eligible to serve as a Director.

5.3 Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the manner provided in the Homeowners' Association Act and as follows:

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the meeting to all Lot Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a candidate, the Association shall include with the second mailing of the ballot the director information sheet, not larger than 8 ½ inches by 11 inches, furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets shall be paid by the Association. Completed Director election ballot shall be returned to the Association in two (2) envelopes. The inner envelope shall contain the ballot and have the word "BALLOT" printed on it. The inner envelope shall be placed inside of a larger envelope which shall have lines in the upper-right hand corner for Owner to print and sign the Owner's name and address.

(b) Written Director election ballot shall also be made available for use by those Lot Owners attending the meeting in person. A Lot Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Lot Owner shall permit another person to cast his ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.

(c) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Cumulative voting is prohibited. Tie votes shall be broken by agreement among the candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

**ARTICLE 6**  
**Meeting of Board of Directors**

6.1 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the Directors.

6.2 Notice of Board Meetings. Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of meetings of the Board of Directors shall be given to each Director personally or by mail, e-mail, telephone, facsimile transmission or telegraph, and posted conspicuously on the Community property no less than forty-eight (48) hours prior to such meetings, except in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director may attend a meeting of the Board of Directors via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors attending by telephone may be heard by all persons attending the meeting in person. Any Director so attending a meeting of the Board of Directors may be counted toward obtaining a quorum and may vote by telephone. If mailed, notice of a meeting of the Board of Directors shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.3 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.4 Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which regular or special Assessments against Lot Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

6.5 Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not

attend meetings between the Board of Directors or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters

6.6 Quorum. The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by a majority of the other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a meeting of the Board of Directors at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, these Bylaws or Florida law. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.7 Voting. A Director who is present, in person, by telephone or by electronic means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A Director may vote by secret ballot only for the election of officers.

6.8 Joinder and Waiver. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

6.9 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by the Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of a monetary obligation due the Association shall automatically be removed as a Director, creating a vacancy to be filled by the Board of Directors.

6.10 Presiding Officer. The chairperson at all meeting of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.



6.11 Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

- A. Calling of roll.
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of Officers and committees;
- E. Election of Officers;
- F. Unfinished business;
- G. New business;
  
- H. Adjournment.

6.12 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Act, the Homeowners' Association Act, the Declaration, the Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its agents, contractors or employees, except where prohibited by law.

6.13 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of the total Voting Interests of the Association at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the Voting Interests of the Association, in the manner provided in the Homeowners' Association Act. A special meeting of the Members to recall a Director or Directors may be called by at least ten percent (10%) of all Voting Interests of the Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of a monetary obligation due the Association for more than ninety (90) continuous days shall automatically be removed as a Director.

6.14 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Board of Directors shall in such instance generally supervise the agent or employee in the performance of such functions.

6.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner in a book available for inspection and photocopying by Lot Owners or their authorized representatives. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

6.16 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors or the President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors, including the Director whose resignation is not yet effective, may vote to fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

6.17 Compensation. A Director shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing his or her duties.

## **ARTICLE 7**

### **Officers**

7.1 Executive Officers. The executive Officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may also elect or appoint such other officers, including one or more Assistant Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem necessary, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person.

7.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly noticed meeting of the Board of Directors. Each officer shall hold office, barring resignation, disqualification, or death, until his or her successor shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

7.3 Removal. Any Officer elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors at a duly noticed meeting of the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, as they existed during the time that the person was an officer.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by a majority of the Board of Directors for the unexpired portion of the vacated term.

## **ARTICLE 8**

### **Duties of Officers**

8.1 President. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed,

except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

8.2 Vice President. In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him or her by the President or by the Board of Directors.

8.3 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

8.4 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address and e-mail address, where applicable, of each Member which shall be furnished to the Secretary; and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

8.5 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

8.6 Compensation. The officers of the Association shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing their duties.

## **ARTICLE 9**

### **Committees**

9.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which may

consist of one or more Directors, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the operation and management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

9.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the operation and management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board of Directors meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the Members thereof.

9.3 Term of Office. Each member of a committee shall serve at the pleasure of the Board of Directors or until such member voluntarily resigns.

9.4 Chairman. One Member of each committee shall be appointed Chairperson by the Members of the committee.

9.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

9.7 Rules and Regulations. Except for meetings of committees to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the Association's budget, all committees are exempt from the procedural and other requirements of the Homeowners' Association Act and these Bylaws. Each committee may adopt policies for its own governance not inconsistent with any Rules and Regulations adopted by the Board of Directors.

## **ARTICLE 10**

### **Enforcement, Fines, Dispute Resolution**

10.1 Rules and Regulations. The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Common Area, Association Property, or the Lot, and such other Rules and Regulations as are designed to prevent unreasonable interference with the use of the Lot and Common Area and all Members shall abide thereby. Such Rules and Regulations shall be equally applicable to all Members, and uniform in their application and effect.

10.2 Fines and Suspensions. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against any Member, tenant, guest, or invitee for the failure to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association in the manner provided herein.

10.2.1 Fines. The Association may levy reasonable fines of up to \$100.00 per violation against any Member or any Member's family, tenant, guest or invitee for the failure of the Member or any Member's family, tenant, guest or invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot but a fine in excess of \$1,000.00 may become a lien against a Lot. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court.

10.2.2 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Member, or a Member's family, tenant, guest or invitee, to use the Common Area and facilities for the failure of the Member or any Member's family, tenant, guest or invitee to comply with any provision of the Declaration, these Bylaws, or the Rules and Regulations. However, a suspension may not prohibit the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

10.2.3 Committee Hearing. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot Owner and, if applicable, to any family member, tenant, licensee, or invitee of the Lot Owner.

10.3 Failure to Pay. Upon the levy of a fine, a Member shall be jointly and severally liable for the payment of a fine levied against the Member's family, tenant, guest, or invitee. A fine shall be levied as an Assessment against the Lot. If a fine is not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to an administrative late fee in an amount determined by the Board of Directors. The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy, imposition or collection of a fine, including, but not limited to, attendance by the Association's attorney at the committee hearing and the filing and prosecution of an action. Any partial payments received by the Association on account of the fine shall first be applied against accrued interest, late fees, then attorney's fees and costs, then towards the unpaid fine(s).

10.4 First Time Violations. In lieu of requesting a hearing, a Member may respond in writing to the Association within fourteen (14) days of receiving notice of an alleged violation admitting that the violation or violations occurred as alleged and promising that the violation or violations will immediately cease and never recur. Such admission procedure shall be available to a Member only once during that person's ownership of the subject Lot, regardless of the manner of violation. Such written admission and promise, if kept, shall terminate any further enforcement action by the Association with regard to the specific violation and no fine shall be

levied by the Association. The Member may be notified of this first-time violation procedure in the original notice of violation.

10.5 Waiver. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration, the Bylaws or the Rules and Regulations, including but not limited to arbitration or a legal action for damages or injunctive relief.

10.6 Mandatory Mediation. In accordance with Section 720.311, Florida Statutes, disputes between the Association and a Lot Owner shall be the subject of a demand for pre-suit mediation as provided in the Homeowners' Association Act prior to commencing litigation or arbitration, so long as the Homeowners' Association Act requires such mediation.

10.7 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of its governing documents or disputes with a Lot Owner or other party as may be available to the Association under the laws of the State of Florida or the Governing Documents.

## **ARTICLE 11**

### **Fiscal Management**

11.1 Annual Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directories, in accordance with good accounting practices as set forth herein. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Area and Association Property.

11.1.1 Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the amount of each Assessment against the Lot, the dates and amounts in which the Assessments came due, the amounts paid upon the account, and the balance due upon Assessments.

11.1.2 Annual Budget Assessment. The annual Assessment, to fund the Association's annual budget, shall be paid by the Members in accordance with the payment schedule established by the Board of Directors. If an annual budget is not adopted or notice is not provided to the Members, the preceding budget and annual Assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual Assessment proves to be insufficient, the budget and the Assessment may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year, for which the amended Assessment is made, shall be due as provided by the Board of Directors. The Board of Directors may elect to allow Owners to pay the annual Assessment in installments due not more frequently than monthly.

11.1.3 Reserve Funds. If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, including the following:

(a) If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.

(b) The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

(c) Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

(d) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

11.2 Mailing. A copy of the proposed annual budget shall be mailed or hand delivered to the Members not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted together with a notice of the meeting of the Board of Directors.

11.3 Assessments. The annual shares of the Lot Owners of the common expenses shall be made payable in installments due monthly, quarterly, or annually as determined by the Board of Directors, in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. The Association shall have the right to accelerate Assessments of a Lot delinquent in the payment of an Assessment for a period of thirty (30) or more days. Accelerated Assessments shall be due and payable on demand and may include the amounts due for the remainder of the fiscal year.

11.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors,

and the time of payment shall likewise be determined by the Board of Directors. Notice of the meeting of the Board of Directors at which such Assessments shall be considered shall be posted and mailed to each Lot Owner as provided in Article 6, Section 6.4 herein, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Lot Owners or applied as a credit towards future Assessments or transferred to reserves.

11.5 Assessment Roll. The Assessments for common expenses and charges shall be set forth upon a roll of the Lots which shall be available for inspection at all reasonable times by the Members. Such roll shall indicate for each Lot the name and address of the Owner, and the Assessments and charges paid and unpaid. Any person other than a Lot Owner who relies upon a certificate signed by an Officer or authorized agent of the Association stating all Assessments and other monies owed to the Association by a Lot Owner or mortgagee with respect to a Lot receives the benefits and protection thereof.

11.6 Liability for Assessments and Charges. A Lot Owner shall be liable for all Assessments and charges coming due while the Owner of a Lot. Other than a first mortgagee acquiring title through mortgage foreclosure or a deed-in-lieu of foreclosure, upon acquisition of title through voluntary or involuntary conveyance, a Lot Owner shall be jointly and severally liable with the previous Lot Owner for all unpaid Assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Area or by abandonment of the Lot for which the Assessments are due. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed-in-lieu of foreclosure, shall be subject to Section 720.3085, Florida Statutes, as amended or renumbered from time to time.

11.7. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all interest, costs, late fees, and reasonable attorney's fees incident to collection, including attorney's fees on appeal, shall be secured by a continuing lien upon each Lot, which lien shall be effective from and shall relate back to the date on which the Original Declaration was recorded.

11.8 Collection — Interest: Administrative Late Fee: Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is late and the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fees, then to any costs, then to any reasonable attorney's fees incurred, and then to the Assessment itself, by date order. Except as otherwise provided in the Homeowners' Association Act, no lien may be recorded by the Association against a Lot, until all applicable notices have been given in accordance with Section 720.3085, Florida Statutes, as amended from time to time.

11.9 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the



Assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

11.10 Accounts. All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

11.11 Association Depository. The depository in which the funds of the Association shall be deposited shall be financial institutions authorized to do business in the State of Florida which carry Federal Deposit Insurance Corporation ("FDIC") insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation ("SIPC"), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are Members of the National Homeowners Association of Securities Dealers ("NASD") and insured by SIPC or equivalent industry insurance. The principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check or other withdrawal instrument signed by those persons as are authorized by the Board of Directors.

11.12 Commingling of Funds. All Association funds shall be maintained separately in the Association's name. No Association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or director of the Association shall commingle any Association funds with his or her funds or with the funds of any other subdivision association or Homeowners association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled in the same account for investment purposes; however, such jointly invested funds shall be accounted for separately.

11.13 Fidelity Bonding. The Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Association.

11.14 Suspension of Use Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of such Member and any Tenant, Guest or Invitee of the Member to use the Common Area and facilities or any other Association Property. However, such suspension does not apply to that portion of Common Area used to provide access or utility services to a Lot and does not prohibit the right of any Member

or a Member's Tenant to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

11.15 Suspension of Voting Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the voting rights of such Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

11.16 Contracts. The Board of Directors may authorize any Officer or agent of the Association, in addition to the Officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

11.17 Checks Drafts etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or a director and countersigned by the President or a Vice President of the Association.

11.18 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

11.19 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one-hundred and twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. A financial report shall be prepared as follows:

(a) If the Association meets the following criteria, it shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Association's total annual revenues, as follows:

- (1) If total annual revenues are \$150,000.00 or more, but less than \$300,000.00, the Association shall prepare compiled financial statements.
- (2) If total annual revenues of are at least \$300,000.00, but less than \$500,000.00, the Association shall prepare reviewed financial statements.
- (3) If total annual revenues of are \$500,000.00 or more, the Association shall prepare audited financial statements.

- (4) If total annual revenues are less than \$150,000.00, the Association shall prepare a report of cash receipts and expenditures in accordance with Section 720.303(7)(b)(3), Florida Statutes.

11.20 Competitive Bids. Pursuant to Section 720.3055, Florida Statutes, as amended from time to time, the Association shall obtain competitive bids for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds ten percent (10%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. This provision shall not limit the ability of the Association to obtain needed products and services in an emergency and this provision shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 720.3055, Florida Statutes, as amended from time to time, shall apply.

11.21 Official Records. The Official Records of the Association shall be available for inspection and photocopying by each Member, or a designated representative, in the manner provided in Section 720.303(5), Florida Statutes, as amended from time to time. The Board of Directors may adopt reasonable Rules and Regulations regulating the inspection and photocopying of the Official Records.

## **ARTICLE 12**

### **Amendments**

12.1 Proposal. An amendment to these Bylaws may be proposed by the Board of Directors or seventy-five percent (75%) of the total Voting Interests of the Association. Upon an amendment to the Bylaws being proposed by said Board of Directors or Members, such proposed amendment shall be transmitted to the President, or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in these Bylaws.

12.2 Adoption. Except as otherwise provided by law, or by specific provision of the Governing Documents, the Bylaws may be amended if the proposed amendment is approved by at least a majority (51 %) of the eligible Voting Interests of the Association.

12.3 Effective Date. An amendment, when adopted, shall become effective upon being recorded in the Official Records of St. Lucie County, Florida.

12.4 Automatic Amendment. The Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Homeowners' Association Act or Florida Not For Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to the Association Act or

Florida Not For Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

## **ARTICLE 13**

### **Miscellaneous**

13.1 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, the Articles of Incorporation, these Bylaws, the Association's Rules and Regulations, and the Plat and all other exhibits to the Original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control, in descending order.

- (1) the Declaration, as may be amended from time to time;
- (2) the Articles of Incorporation, as may be amended from time to time;
- (3) the Bylaws, as may be amended from time to time;
- (4) the Rules and Regulations, as may be amended from time to time; and
- (5) the Plat or other official document for the Subdivision, including published Architectural Standards

13.2 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.3 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

13.4 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

13.5 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments or renumbering from time to time.