

BYLAWS
Of The
TEKA VILLAGE HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not for Profit



TEKA VILLAGE ADULT SUBDIVISION
2536 Star Lane
St. Cloud, Florida 34772

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SECTION 2. ABSENTEE VOTING - A written ballot used by qualified voters not able to vote in person at the time and place where voting will occur.

SECTION 3. ABSTAINING FROM VOTING - A choice of a member in office not to vote on a motion brought before the board of directors of a committee.

SECTION 4. AD HOC COMMITTEE - A special temporary committee, which goes out of existence as soon as the task is completed (as opposed to a permanent or standing committee).

SECTION 5. ADJOURN OR ADJOURNMENT - To terminate a meeting or session.

SECTION 6. AGENDA - Items of business or discussions to be brought up at a meeting.

SECTION 7. AMENDMENT - A change to a rule or law as enacted, also an attachment to any formal document.

SECTION 8. APPOINTMENT - To designate a person or persons to a position or office without electing the person.

SECTION 9. ASSESSMENT - The share levied upon owners of property that is due to the Association.

SECTION 10. BALLOT - A formal written form of voting.

SECTION 11. CAPITAL IMPROVEMENTS - Improvements to common property that are chargeable to the capital asset account and add to the value of the property, as opposed to the continuing repair and maintenance of the existing property.

SECTION 12. CHAIRPERSON - The presiding officer of the Board of Directors or a committee.

SECTION 13. COVENANTS - The Declaration

SECTION 14. ELECTION COMMITTEE - A temporary committee whose task shall be to distribute, collect, count and verify ballots and report election results to the presiding officer.

SECTION 15. ENTERTAINMENT COMMITTEE - A committee that plans entertainment for the Association.

SECTION 16. EXECUTIVE BOARD - The Board of Directors

SECTION 17. EX OFFICIO MEMBER - An elected Director who by virtue of being on a committee does not carry his or her official authority to that committee.

SECTION 18. EXECUTIVE MEETING - A meeting for salary negotiations, legal matters and disciplinary actions closed to the public.

SECTION 19. FIDUCIARY RESPONSIBILITY - The officers of the Association acting on behalf of the membership in a relationship that necessitates great confidence, trust and dependence.

SECTION 20. FINE - A sum imposed as punishment for an offense.

SECTION 21. MAINTENANCE - Keeping the common property and grounds in good working order.

SECTION 22. MAJORITY VOTE. - The greater number of votes that is more than one half of the eligible votes of the Association.

SECTION 23. MANAGEMENT AGENT - A state licensed and professional company or corporation hired by the Association and subordinate to the Board of Directors given responsibility to manage, conduct and/or assist in the conduct of the administrative functions of the Association.

SECTION 24. MINUTES - An account or record of what has occurred at a meeting.

SECTION 25. MOTION - A verbal application made by a member to a decision making body in order to obtain an action or decision.

SECTION 26. NOMINATION - To name or propose one for election or appointment to an office or committee.

SECTION 27. NOMINATING COMMITTEE - A temporary committee appointed to canvas the membership and obtain candidates to be submitted in nomination for election to positions on the Board of Directors.

SECTION 28. NOTICE - Information dispersed to residents.

SECTION 29. PARLIAMENTARIAN - A person appointed or engaged by the Board of Directors as a consultant who advises the president and officers, committees and members on matters of parliamentary procedure and may include assisting in the planning and steering of business to be introduced.

SECTION 30. PENALTY - A punishment imposed on a party for the infraction of the governing documents such as the loss of user rights.

SECTION 31. PLURALITY VOTE - The greatest number of eligible votes cast for a proposition, motion or member without the requirement for or obtaining a majority of eligible votes.

SECTION 32. QUORUM - A quorum shall be twenty percent (20%) of the total voting interests in the subdivision.

SECTION 33. RECALL - A method of removing an officer from office before the end of his or her term.

SECTION 34. RECESS - An interval during which a body suspends business but usually without adjourning the meeting.

SECTION 35. RESOLUTION - A formal and written will of an official body constituting a rule or law that shall remain on the records of the Association.

SECTION 36. REVISION - A correction or updating of a document or position.

SECTION 37. SERGEANT - AT - ARMS - A person appointed or engaged by the Board of Directors to maintain orderly conduct and discipline at public meetings.

SECTION 38. SESSION - The time which a body sits in a meeting or series of connected meetings devoted to the completion of a single order of business.

SECTION 39. TENURE - A tenure in office may include one or more terms in office or less than a full term in office.

SECTION 40. TERM - A fixed time or period designated for an office or position, e.g. the term of an elected officer on the Board of Directors is for three (3) years.

SECTION 41. WRITE - IN - VOTE - A nominee written in on a ballot by an eligible voter.

ARTICLE II - THIS ASSOCIATION AND ITS BYLAWS

SECTION 1. GENERAL.

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a. TITLE. This Association is named The Teka Village Homeowners Association, Inc. (the "Association") governed pursuant to the provisions of Florida Statute Chapter 720, "Homeowner's Association", and is established in accordance with the Articles of Incorporation and the Covenants and Restrictions of the Teka Village Adult Subdivision ("Subdivision") upon certain real property as described in the records on file in the Office of the Clerk of the Circuit Court of Osceola County.

b. SCOPE. This Association shall have a Board of Directors, committees and any such other managerial and administrative bodies whose operational responsibilities will be determined by the powers delegated or conferred under the provisions of the Covenants & Restrictions and these BYLAWS.

SECTION 2. BYLAWS AND AUTHORITY. These BYLAWS are designed to administer the operation, regulation and management of the Association with the limitations set forth below:

a. Residents, their guests, tenants and invitees, including, without limitation, all present or future owners and tenants of the property are subject to these BYLAWS.

b. The power to alter, amend, or repeal these BYLAWS or adopt new BYLAWS shall be vested solely in the membership of the Association under the procedures and limitations adopted for this purpose.

c. These BYLAWS shall be subordinate to, and not inconsistent with Federal laws, State of Florida statutes, the Covenants, the codes and ordinances of Osceola County and the City of St. Cloud, as applicable. Any actions of a deliberative body of this Association that are contrary to or inconsistent with the authorities mentioned above shall be rendered null and void.

SECTION 3. EMERGENCY BYLAWS.

a. The Board may place into effect emergency BYLAWS if a quorum of its Directors cannot readily be assembled because of some catastrophic event. These emergency BYLAWS may make all provisions necessary for managing the Association during an emergency, including (1) procedures for calling a meeting of the Board, (2) quorum requirements for the meeting and (3) designation of additional or substitute Directors.

b. The Board, either before or during any such emergency, may provide and from time to time modify lines of succession if during such emergency any or all officers or agents of the Association are for any reason rendered incapable of discharging their duties.

c. All provisions of the regular BYLAWS consistent with the emergency BYLAWS remain effective during the emergency. The emergency BYLAWS are not effective after the emergency ends.

d. Any Association action taken in good faith in accordance with the emergency bylaws binds the Association and may not be used to impose liability on a Director, officer, employee or agent.

SECTION 4. PARLIAMENTARY RULES OF CONDUCT. The parliamentary rules of conduct for this Association shall be in accordance with the Robert's Rules of Order (current edition).

SECTION 5. VOLUNTARY DISSOLUTION OF THE ASSOCIATION. This Association desiring to dissolve and wind up its affairs may do so by following the grounds for dissolution, supplemental procedures and articles of dissolution that shall be as authorized by the Department of State under Chapter 617 "Florida Not For Profit Corporation Act".

SECTION 6. CORPORATE STATUS, REGISTERED OFFICE AND AGENT.

a. Status. The corporate status of this Association shall remain active at all times by complying with the annual submission of the documentation required by the provisions of f.s.617 until the Association shall desire to dissolve. To remain active, the Association shall pay the required annual fee to the department of State and sign and submit an annual report of current officers and Directors.

(1) The names, addresses and titles of each of the Directors of the Association.

(2) The name(s), addresses and titles of the current registered agent(s) of the Association.

(1) This Association shall have and continuously maintain one office as the principal place of business whose location shall be established by resolution of the Board.

(2) The Association shall keep the registered office open a minimum of two (2) hours every business day except Saturdays, Sundays and legal holidays.

(3) The Association shall keep a sign posted in a conspicuous place designating the name of the corporation and the name of its registered agent on whom process may be served. The Association has twenty (20) days to respond to any Department of State notices.

c. Liability.

(1) No liability of loss of rights of any kind on the part of this Association accrues or results by reason of the Association being closed or open only for limited functions or purposes.

SECTION 7. COMMUNITY ASSOCIATION MANAGEMENT. This Association shall not engage or employ a community association management service until the prospective service shall have been investigated and found to have been in compliance with the provisions of Florida Statutes and Administrative Codes.

SECTION 8. MARKETABLE RECORD TITLE ACT (MRTA)

a. General MRTA extinguishes all estates, interests, claims or changes of any kind on real property which are older than the "root of title" which is the last transaction to have been recorded thirty (30) or more years ago. The effective date of the root of title is the date on which it was recorded.

b. Applicability to this Association. Any recorded governing documents of this Association which shall not have been re-recorded within the thirty (30) years from the date they were previously recorded, under the MRTA will be extinguished, the property subject to the governing documents will be free and clear of those restrictions and the Association shall be unable to enforce them.

c. Compliance.

(1) General. In order to be compliant, the Association must record a statutory notice in accordance with the thirty (30) year period of the initial recording date of the documents.

(a) The approval required by statute is a majority affirmative vote present at a meeting of the membership where a quorum shall be present.

(b) Upon the recording of the statutory notice, the governing documents will be preserved for another thirty (30) years.

(2) Covenants & Restrictions and Restrictions (Revised Feb 2000), ARTICLE VI, Section 1. The terms of this reference shall be applicable toward compliance with f.s. 712 provided that recording of the statutory notice shall be every twenty five (25) years following the date of the previous recording of the (entire) Covenants & Restrictions.

(3) Other Governing Documents. The provisions of f.s. 712 shall apply equally to the recording of the Bylaws and any such other recorded governing documents designed by this Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. ESTABLISHMENT. A Board of Directors (the Board) shall be established and vested with the management of the affairs of the Association.

SECTION 2. QUALIFICATIONS. Directors must be eligible members of the Association remaining in good standing at all times during their tenure.

SECTION 3. POWERS, DUTIES AND RESPONSIBILITIES.

a. The Board shall have a fiduciary responsibility to and for the Association in performance of the duties and responsibilities set forth herein and in the Covenants & Restrictions,

(1) The Board is vested with all the duties and responsibilities necessary for carrying into complete execution all its judgments, decrees and determinations in the matters before it.

(2) The Board shall always permit full opportunity to the membership to participate in all meetings over which the Board presides and to petition their redress of grievances, and to express freely their opinions on the actions of the Board.

b. Except to the extent any powers are specifically reserved to the membership, the Board shall have the following general powers and duties:

(1) Adopt and publish rules and regulations governing the use of the common and personal property and the personal conduct of the members and their guests.

(2) Appoint officers or assistants to help with the duties of the Directors.

(3) Recall (removal) of Directors shall be with the approval of the majority of eligible members of the Association.

(4) Contract for the management and maintenance of the common property, including but not limited to the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules.

(5) Make, levy and collect assessments, including without limitation, assessments for reserves and for betterment to common property against members and their lots to defray the costs of the operation and maintenance of the community and use the proceeds of assessments in the exercise of the powers and duties of the Association.

(6) Foreclose a lien against any owners' property for which assessments are not paid.

(7) Maintain, repair, replace, operate and manage the common property. The Board may elect in its sole discretion not to reconstruct or replant such improvements as it may deem necessary and convenient.

(8) Procure and maintain adequate liability and hazard insurance on the common property for the protection of members and the Association against casualty and liability, including Directors' Liability Insurance. Insurance carriers for this Association shall be only those which are protected by the Florida Insurance Guarantee Association (FIGA).

(9) Pay all costs of power, water, sewer and other utility services on common property.

(10) Supervise all agents and employees of the Association.

(11) Keep a complete set of records of all the Association's acts and corporate affairs.

(12) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

(13) Place into effect Emergency Bylaws (reference Article II, Section 3).

SECTION 4. GENERAL STANDARDS FOR DIRECTORS.

a. A Director shall discharge his or her duties as provided for in these bylaws. All duties shall be dispensed to a high point of efficiency and so maintained that the membership shall have absolute confidence in the integrity and impartiality of the Board. The Board shall do nothing that would ostensibly appear to undermine the Association's credibility.

b. In discharging their duties, Directors may rely on information, opinions, reports or statements, including financial statements or other financial data if prepared or presented by:

(1) One or more officers or employees of the Association whom the Director(s) reasonably believes to be reliable and competent in the matters presented.

(2) Legal counsel, public accountants, or other persons as to matters the Directors reasonably believe are within the persons' professional or expert competence.

SECTION 5. DIRECTOR CONFLICT OF INTEREST.

a. If a Director is financially involved with a contract or transaction, such contract or transaction shall not be void as long as it is fair and reasonable to the Association at the time it is authorized by the Board, a committee or the members.

b. Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, may not be made by the Association to its Directors or officers, or to any other corporation, firm, association, or other entity in which one or more of its Directors or officers is a director or officer or holds a similar financial interest.

SECTION 6. COMPOSITION OF THE BOARD OF DIRECTORS.

a. Number and Titles of Positions:

(1) The Board shall have a minimum of a President, one or more vice-presidents, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create, with approval of a plurality of eligible voters of the Association, but must never have fewer than three (3). The positions of Secretary and Treasurer may be held by the same person. No other person shall simultaneously hold more than one of any of the other positions.

(2) The Board of Directors of this Association shall be seven. President, Vice-president, Secretary, Treasurer, Maintenance, Security and Communications.

SECTION 7. DUTIES OF DIRECTORS.

a. PRESIDENT. The President presides at all meetings and shall see that:

(1) Orders and resolutions of the Board are carried out.

(2) Shall have all powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to, the power to sign all leases, mortgages, deeds and other written instruments, co-sign all checks and promissory notes, appoint committees from among the members, including an Architectural Review Committee, if architectural review is not performed by the Board.

(3) Shall assist in the conduct of the affairs of the Association and shall have such additional powers as the Board may designate.

b. VICE-PRESIDENT. The Vice-president shall, in the absence or disability of the President:

(1) Exercise the powers and perform the duties of the President.

(2) Shall generally assist the President in carrying out the functions related to the office of President.

(3) Shall also perform such other duties as shall be prescribed by the Board.

(4) Shall review, on a monthly basis, all financial transactions conducted by the Association from reports submitted by the Treasurer.

(5) Shall present a written report to the Board emphasizing any expenses exceeding the allotted budget and any other expenses in danger of doing so.

c. SECRETARY. The Secretary shall:

(1) Record and keep the minutes of all proceedings and meetings of the Board and Members.

(2) Attend to the affairs of the Association including, but not limited to, preparing all written and verbal correspondence requested by the Board, recording all votes taken at Board and membership meetings and keeping the corporate seal.

(3) Prepare Board and Association meeting agendas after consulting with Board members and the other Directors. A list of any remaining items of business left at the adjournment of that meeting must be carried over to the next meeting as part of a new agenda.

(4) Post notice of all meetings

(5) Copy and make available copies of Board minutes for Directors.

(6) In the absence of the President and Vice President, assume the duties of the President.

(7) Have additional powers as the Board may designate.

d. TREASURER. The Treasurer shall:

(1) Receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of Board of Directors and in accordance with the budget determined annually.

(2) Shall keep proper books of accounts, cause an annual audit to be made and shall cause a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy to each member.

(3) Shall also furnish transaction reports, budget vs. actual reports and month end balances to the Vice-President within ten days from the previous month end.

e. MAINTENANCE DIRECTOR. The Maintenance Director shall:

(1) Maintain all contracts in force at present and be responsible for their renewal.

(2) At the time of renewal, it is the Maintenance Director's duty to present bids to the Board of Directors to insure the Association is receiving the best possible services at the lowest possible cost. The contracts at present include: Janitorial, Pest Control, Lawn Care, Lake and Security Gate maintenance.

(3) When additional maintenance is required in the Association, it is the Maintenance Director's responsibility to obtain bids and present them to the Board.

(4) Shall be responsible for meeting the service person and seeing that the job is carried out as contracted, with the exception of the security gate, where responsibility will be shared with the Security Director.

f. SECURITY DIRECTOR. The Security Director shall be responsible for:

(1) Locking the clubhouse and making sure the security gate and service road gate are secured for the evening. It is not the Security Director's duty to open the service gate for any contractor.

(2) Shall head the Neighborhood Watch Program and be responsible for recruiting members.

(3) Shall keep in contact with the Police Dept. and Fire Dept. to maintain a good rapport with both.

(4) When needed, shall provide the necessary education for Neighborhood Watch to keep our community as safe as possible. At no time is the Security Director responsible for the personal safety of any member of the community.

(5) Shall head the Hurricane Disaster Team and will be responsible to see that the necessary steps are taken when a hurricane is threatening.

g. COMMUNICATIONS DIRECTOR. The Communications Director shall be responsible for:

(1) All aspects of the Smoke Signal including proofreading, editing, publication and advertisements.

(2) Recruiting help to accomplish these tasks.

(3) Overseeing notices that are placed on bulletin boards throughout the community.

(4) All office personnel and supplies.

(5) Shall be responsible for editing all issues of the Smoke Signal.

a. Directors shall be elected for three (3) year terms, each to be staggered to afford continuity of operations. At any given election period, there shall remain on the Board a minimum of four (4) Directors presiding.

b. An office of the Board may be declared vacant in the event the officer shall be absent from three (3) consecutive regular board meetings. The board shall, upon declaring the position vacant, immediately appoint a successor from among the membership.

SECTION 9. VACANCIES ON THE BOARD OF DIRECTORS

Vacancies may occur upon expiration of a tenure of a Director which can take place at any time when a position is vacated under one of the following occurrences:

a. Completion of an appointed or elected term in office

b. Resignation from office

c. Recall (removal) from office

d. Upon designation of one or more additional (new) positions on the Board as the affairs of the Association may require and as the Board by resolution may create.

e. Death of a Director

SECTION 10. FILLING OF VACANCIES.

a. Completion of term in office

(1) The vacancy shall be filled by electing a successor to that position at the December meeting of the Association from a slate of nominees on a secret written ballot. Nominees may include:

(a) The outgoing Director

(b) A Director currently on the Board who is seeking to fill that position and

(c) Nominees canvassed from the membership. Should a Director currently on the Board be elected to a new position, that Director must immediately resign from the previous office in order to fill the new vacancy.

b. Resignation of a Director

(1) A Director may resign by giving written notice to the President or the Secretary. Resignation shall take effect on receipt of the notice unless a later time is specified. If a later date is specified, the position may be filled before the vacancy occurs but the new Director may not take office until the position is vacated.

(2) A Vacancy created by the resignation of a Director may be filled:

(a) By the majority of the remaining Directors

(b) By the sole remaining Director

(c) If the vacancy is not so filled or if no director remains, by the membership on the application of any person

(d) By the Circuit Court of Osceola County.

A Director filling a vacancy under these circumstances shall be appointed for the unexpired term of his or her predecessor.

c. Removal of a Director

(1) A Director may be removed from office by a majority written vote of the membership at a meeting called for such a purpose or by a written petition of the majority of eligible voters. If a meeting is called, a notice of intent including time, date and specific Director(s) being removed shall be posted.

(2) If more than one Director is being removed, a separate vote shall be taken for each Director. This policy stands whether the vote is taken at a meeting or by written petition.

(3) If removal of the Director is at a meeting, any vacancy shall be immediately filled by a majority written vote of members present.

(4) Removal of a Director from the Board may disqualify that person from any future position on the board at any time.

(5) All association records in the removed director's possession shall be turned over to the Association immediately.

d. Establishment of new Directorships.

(1) Should an increase in the number of Directors on the Board be necessary, a majority of the Board members shall fill such position(s) by appointment. The term of special appointment(s) shall continue until the next election, at which time it shall be determined whether the newly created position(s) will become permanent. If so established, nominations and elections of Directors to the newly created positions will take place under established election provisions

e. Death of a Director

(1) Upon the death of a Director, the vacancy created shall be subject to the same provisions stated in the resignation of a director.

SECTION 11. EFFECT OF PARTIAL CHANGE IN BOARD COMPOSITION.

With the election of one or more new board members, all unfinished business must then be reinstated as new business as soon as the entire board membership has taken up its duties. These provisions also apply to either the reinstatement of existing committees or appointment of new ones.

SECTION 12. EMERGENCY REQUIREMENTS:

a. Should any Director(s) be rendered incapable of discharging their duties, the Board may modify the lines of succession through special appointments. These circumstances do not constitute a basis for removal from office or election of successors. Upon the expiration of emergency conditions all lines of succession are to be restored.

b. When a quorum of a Board cannot be elected, appointed or assembled for a consecutive period of three (3) months, after exhausting all procedures contained to achieve a quorum of a Board, a petition by any one or more eligible members of the Association may be made to the circuit court, or to the City of St. Cloud, for appointment of a receivership (manager) for the Association.

c. At least thirty (30) days before applying to the circuit court or to the City of St. Cloud, the member(s) shall provide sufficient notice to the community describing the intended action giving the membership thirty (30) days to fulfill the vacancies. If after such time a sufficient number of board vacancies are not filled so that a quorum can be assembled, the member(s) may proceed with the petition.

d. The Association shall be responsible for the salary, court costs and attorney's fees and all other expenses of the receivership. The receivership shall have all of the powers and duties of a duly constituted Board and shall serve until the Association fulfills a sufficient number of vacancies on the Board to form a quorum.

SECTION 13. ANNUAL ELECTION OF THE BOARD OF DIRECTORS

An eligible member of the Association may be elected to a position on the Board by a plurality of the votes cast by eligible voters at the December meeting of the Association.

a. Eligibility.

(1) An eligible member of the Association shall be one who is a recorded title owner of property in the community.

(2) Only an eligible voting member of the Association may nominate a candidate, or be nominated as a candidate, for a position on the Board.

b. Nominations. A nominating committee shall be appointed sixty (60) days before the election takes place and brings to the election committee a slate of candidates, if any, no later than thirty (30) days before the election takes place. The slate of nominees shall be in writing showing signed and dated acknowledgments and acceptance by each of the listed candidates. The slate of nominees shall be posted or delivered to the membership no later than thirty (30) days prior to the election.

(1) Only the nominating committee may officially canvass eligible members in the Association for a slate of candidates.

(2) An eligible member of the Association may nominate only one member for each open position on the Board; however, several eligible members may be nominated for the same open position.

(3) Additional nominations may be made from the floor at the November meeting.

(4) An eligible member of the Association may nominate himself or herself as a candidate at the November meeting.

(5) Candidates may withdraw their nominations in writing to the nominating committee or to the election committee, once the nominating committee has been dissolved, up to the date and time of the election. The membership shall be notified of any changes to the slate of nominees.

c. Elections.

(1) An election committee shall be appointed sixty (60) days prior to the date of the election in order to properly prepare the voting agenda, and conduct the voting agenda, which shall be:

(a) To compile, canvass and verify the list of eligible voters.

(b) To provide a minimum of thirty (30) days notice to the membership of the slate of available nominees, including the date, time and place of the December election.

(c) To provide absentee ballots to eligible members.

(d) To supervise the balloting at the time and place of the December election, including issuing of ballots to properly identified eligible voters upon obtaining their signatures.

(e) To count the ballots and to report the results of the election to the presiding officer at the December meeting.

(2) Elections to the Board shall be conducted in person by secret written ballot or by secret written absentee ballot.

(3) The ballot will clearly and properly show:

(a) Date of the election;

(b) The office or position to be filled and the candidate applying for that position;

(c) Provision for a write-in of a nominee for any one of the open positions. The same ballot may contain, if applicable, any motion up for a vote on a change to the Covenants & Restrictions, bylaws or rules and regulations.

(4) An eligible voter may obtain an absentee ballot if not able to attend and vote in person at the scheduled time and site of the polls. Absentee ballots may be requested from the election committee by an eligible voter in person, by mail, or by phone. An eligible voter may also designate, in writing, someone other than a member of the election committee to deliver or mail a ballot to that voter. This designation must contain the signature of the requesting voter.

(5) Assure that no official resolution by the Association is in effect which has rendered a member ineligible to vote and assure lot ownership through verification of title records on file in the association office.

(6) At the completion of the election process, and if there is no possibility that the membership may order a recount, the presiding officer will order the election committee to immediately destroy the ballots. Other records used in the election process, such as the record list of nominees, record lists of eligible voters and of the members who voted, will be retained for no longer than 30 days at which time they are to be destroyed under the supervision of two of the Board members. The presiding officer will so announce that fact to membership prior to the close of the election process.

(7) Upon assurances that the election requirements have been met and completed, the presiding officer will announce the closing of the election and dissolve the election and nomination committees.

SECTION 14. EFFECTIVE TIME OF ELECTED OR APPOINTED OFFICE.

a. A Director's election or appointment to any office becomes effective immediately. If a formal installation ceremony is considered, failure to hold it does not affect the time at which the new Director shall assume office.

b. All Association records and documents in the possession of the outgoing Director must be returned to the Association no later than 10 days of the effective date of the relief of that Director.

SECTION 15. FAILURE TO VACATE A POSITION.

If a director is replaced (not re-elected) or is recalled (removed), and does not relinquish his or her office or turn over Association records and documents, as required, the Circuit Court of Osceola County may be requested to summarily order the director to relinquish his or her office and turn over Association records upon application of any member of the Association.

SECTION 16. BOARD OF DIRECTORS' MEETINGS.

a. Who May Call a Meeting.

(1) Regular or special meetings are called by authority of the chair of the Board or the President of the Association.

(2) Special meetings may be called by any two (2) Directors. Remaining Directors shall be given two (2) days' notice except in the event of an extreme and immediate emergency.

(3) Special meetings of the Board may be called at the written request of five (5) or more eligible members of the Association.

b. Frequency. Regular meetings shall be held, unless waived, not less than every three (3) months. These meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

c. Presiding Officer. The presiding officer shall be the President of the Association. In the absence of the President, the Vice President shall preside. In the absence of both the President and the Vice President, the Secretary shall preside.

d. Participation in Special Meetings. The Board of Directors, in unusual and demanding circumstances, may permit any one or all Directors to participate in a regular or special meeting by means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

e. Actions Taken Without a Meeting. Actions normally taken at a regular meeting may be taken without a meeting, if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken and signed by each Director.

(1) Action taken is effective when the last director signs the consent, unless the consent specified a different effective date.

(2) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

(3) When an emergency meeting of the Board is necessary, the membership shall be notified immediately of the date, time and location of the past meeting and of the subject matters discussed and all actions taken. All actions taken, to become legal, must be ratified by the membership present at a subsequent regular meeting of the Assn, or if ratification cannot wait, at another special meeting properly called for this purpose.

f. Notice of A Board Meeting.

(1) The membership shall be notified in advance of all meetings of the Board

(2) Notices of all board meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Publication of notice of regularly scheduled meetings in the Association monthly newspaper is acceptable of sufficient notice.

(3) Contents of such notices shall give the date, time and place of the board meetings. Notices must include an agenda for the meeting when:

(a) there exists the intent to elect, appoint or recall one or more members of the Board.

(b) there are proposed changes in regular assessments and/or to propose a levy of special assessments.

(c) there will be discussions or proposals involving expenditures of association funds over \$500 and all capital improvements.

(d) under such other conditions adopted by resolution of the Board.

g. Adjournment of a Meeting. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment.

SECTION 17. CONDUCT AT BOARD MEETINGS.

a. Members may participate during or after the meeting but before adjournment. With the knowledge of the board, audio taping only is allowed as long as the equipment being used is not distracting. Any procedural restrictions are to be announced by the presiding officer at the beginning of each meeting.

b. The minutes of the meeting shall include all comments and actions of the meeting, including that of the attending community members, which must be recognized as that which must be legally acted upon by the Board.

c. Rules of conduct at board meetings shall be in accordance with Robert's Rules of Order. Relaxation of standard procedures, to include participation of eligible members present, is allowed when members of the board are twelve (12) or less, at the option of the presiding officer when announced prior to the meeting. Under such relaxed procedures, if the meeting becomes contentious, standard rules apply and must be immediately adopted by the presiding officer.

d. All items of unfinished and new business scheduled for a particular meeting shall be considered. Any unfinished business carried over from three prior (quarterly) meetings shall at the time of adjournment of the third meeting fall to the ground.

SECTION 18. EXECUTIVE MEETINGS OR SESSIONS.

a. Executive meetings or sessions, in general parliamentary usage, is described as a meeting at which the proceedings are not open to the membership at large. Public notice of an executive board meeting shall so state that the proceedings are closed to the general membership. For the purpose of these BYLAWS, an executive meeting or session applies to an official meeting between a body of the required quorum of members of the Board when the subject under discussions must be:

(1) Limited exclusively to proposed and pending litigation involving matters of the Association or matters pertaining to one or more of the residents of the community.

(2) Limited exclusively to matters of disciplinary actions, contemplated or pending, concerning a member or members, a non-member resident, guests or invitees which are provable by entries, such as letters or correspondence.

(3) Limited exclusively to matters in which the meetings have or will have reached the point of, and include, legal representation and is adjudged as to be attorney-client privileged.

a. Board Meetings and Executive Sessions. A quorum of a Board in the conduct of ordinary business, and during executive sessions, shall require a majority of the number of Directors to be present.

b. Lack of a Quorum:

(1) When a quorum is not achieved and the chair feels that after a reasonable time there appears to be no prospect that a quorum will assemble, the chair is to call the meeting to order, announce the absence of a quorum, and immediately postpone the meeting to the next scheduled meeting or, if desired, to an earlier meeting in which a quorum may be expected to be achieved.

(2) Under special and urgent circumstances when a quorum cannot be convened at the time and place of a scheduled meeting, action(s) may be taken by the Directors under the conditions authorized in SECTION 16 D of these bylaws.

SECTION 20. VOTING AT MEETINGS OF THE BOARD OF DIRECTORS.

a. All Board members present at the meeting are entitled to vote.

b. Voting by proxy is not authorized at board meetings.

c. Abstentions are permitted and must be so vocally declared by the abstaining member.

SECTION 21. MINUTES OF A BOARD MEETING.

a. Every Board meeting shall be recorded in written form or in another form than can be converted into written form and must be available at the next scheduled or unscheduled meeting of the board, or within thirty (30) days which ever is sooner.

b. All votes, including abstentions from voting, on each matter voted upon by each director must be recorded in the minutes.

c. Minutes taken at executive sessions, and all associated pertinent records, must be kept on file in the Association, but are to be held separate from all other records which shall not be subject to access by the general membership until such time as:

(1) All matters and actions related to an incident are closed and files have been retired for three (3) years

(2) Become subject, under court order, to be released as evidence during existing or supplementary legal proceedings.

ARTICLE IV- APPOINTMENT OF ADDITIONAL ASSISTANTS.

SECTION 1. THE PARLIAMENTARIAN.

a. A Parliamentarian may be from the membership or he/she may be obtained from public resources and may be compensated for such service. In any case, selection and appointment of a parliamentarian shall be by the consent of the majority of the members present at a meeting for this purpose. The purpose and duties of the Parliamentarian shall be:

(1) To advise the president and other officers, committees and members of the Association on matters of parliamentary procedure.

(2) To assist in interpreting statutes, Covenants & Restrictions, Bylaws and rules and/or, in connection with the work of the Board and committees.

(3) To assist in the planning and steering of business to be introduced within the Association.

SECTION 1. COMPENSATION. No director of the Association shall be compensated for performance of his/her official duties. Directors of the Association may be reimbursed for actual expenses incurred in the performance of those duties.

SECTION 2. CONTRACTS. Nothing shall prohibit the Board from employing or contracting with any director or with any outside company.

SECTION 3. CONTRACT RIGHTS. The appointment or election of a director does not itself create contract rights. The removal or resignation of a director does not affect any existing contract rights they may have with the Association.

ARTICLE VI - HOMEOWNERS MEETINGS

SECTION 1. GENERAL

a. The Association shall schedule membership meetings on a regular basis for the purpose of conducting the business of the Association.

b. The Association shall hold a November meeting for the purpose of nominating candidates for election to the Board of Directors and a December meeting for the purpose of election of its Directors. The time, date and place shall be duly announced to the membership. Other transactions of proper business may be held in conjunction with such meetings. Elections may be held prior to or during the conduct of business.

c. All members and non-members present at the meeting are obligated to obey the orders of the presiding officer. In cases of disorder, any member(s) or non-member(s) may be excluded at any time from part or all of a meeting and may be requested to leave the meeting hall. If not in compliance, a sergeant-at-arms or other authority shall remove the member(s) or non-member (s).

d. A sergeant-at-arms may be appointed by the Board.

SECTION 2. SPECIAL HOA MEETINGS.

a. Special HOA meetings shall be held whenever called by a majority of the Board or by at least 10% of the eligible voters of the membership. The purpose of special meetings shall be stated and no other business shall be conducted at that meeting.

b. A minimum of 48 hours notice shall be given. In the case of extreme urgency, an immediate call (written or verbal) may be issued with the general purpose of the meeting given.

SECTION 3. NOTICE OF HOA MEETINGS

a. Notices of all HOA meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. Publication of notice of regularly scheduled meetings in the Association monthly newspaper is acceptable of sufficient notice.

b. Contents of such notices shall give the date, time and place of the HOA meetings. Notices must include an agenda for the meeting.

SECTION 4. ADJOURNMENT OF A MEETING

a. The adjournment of a meeting to a different date, time or place must be announced at the meeting prior to the adjournment or notice must be given including the new date, time and place.

SECTION 5. RECORDING MEETINGS.

a. Any parcel owner or a member of the Board may tape-record or videotape homeowners meetings with the prior knowledge of all those present. The Board may adopt reasonable rules governing the taping of such meetings.

SECTION 6. QUORUMS AT HOA MEETINGS.

a. The number of voting interests required to constitute a quorum at a meeting is as follows:

(1) At regular, special, adjourned or postponed meetings which are held for the purpose of transacting ordinary business of the Association, a quorum shall be twenty percent (20%) of the total voting interests in the subdivision.

(2) At a special meeting which is called in conjunction with the election or recall of a Director(s), to levy special assessments or to amend the governing documents etc., a quorum shall be a majority of the total voting interests of the Association present or represented by absentee ballot.

(3) Prior to the commencement of the scheduled meeting, the presiding officer shall appoint a teller to count the presence of eligible voters. Once the presence of a quorum is established, the presiding officer need not announce that a quorum exists. If a quorum does not exist and the chair feels that after a reasonable amount of time there appears to be no prospect that a quorum will assemble, the chair calls the meeting to order, announces that a quorum is not present and postpones the meeting to the next scheduled assembly. Under the veil of urgency, the chair shall establish a succeeding special meeting in accordance with the applicable provisions of the Florida Statutes.

SECTION 7. ORDER OF BUSINESS. The order of business at membership meetings, as far as practical, shall be:

- a. Establishing a quorum of members present.
- b. Calling of the roll of officers present.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading or waiver of reading of minutes of previous meeting.
- e. Reports of officers.
- f. Reports of committees (which are acknowledged and/or may be questioned or commented upon by each individual board member present).
- g. Election of Directors (at the December meeting and if not conducted prior to the meeting).
- h. Unfinished business.
- i. New business.
- j. Adjournment.

SECTION 8. AGENDAS.

a. The standards with respect to the adoption and the use of an agenda for a homeowners meeting shall compare to that for a board meeting.. The agenda for a homeowners meeting shall be prepared at the conclusion of the preceding board meeting which shall normally include resolutions of actions taken during that board meeting and that derived from the progress of resolutions adopted during the previous homeowners meeting.

SECTION 9. VOTING AT HOA MEETINGS.

a. General. Majority or plurality vote shall determine the basic requirement for approval of an action by the membership present at a meeting. Majority and plurality voting is defined in "Definitions" of these Bylaws.

b. Assistance. Any voter who requires assistance to vote may request the assistance of another unit owner.

c. Privileges and Methods of Voting.

(1) Board members may vote as any other member when the vote is by written ballot.

(2) A member who is in arrears in payment of his or her assessments and who has not been formally dropped from the membership rolls or under a disciplinary suspension is legally entitled to vote.

(3) The only methods of voting permitted at meetings shall be:

(a) By secret written ballot

(b) By Standing

d. Voting on the expenditures of funds for capital improvements or maintenance items that exceed \$500 shall not take place at the same meeting as the presentation is made to the homeowners but at a subsequent meeting held following proper notification to the members of the intended outlay of funds.

SECTION 10. MINUTES OF THE HOA MEETINGS.

a. Minutes shall be kept in a business-like manner and shall contain a record of what was done at the meeting. The minutes shall never reflect the secretary's opinion on anything said or done at the meeting. The content and format of the minutes shall be in accordance with Roberts Rules of Order (latest revision) The method of recording of the minutes shall be determined by the Board and may be manually or electronically recorded and transcribed, such as, but not limited to tape-recording and videotaping.

ARTICLE VII. COMMITTEES

SECTION 1. TYPES OF COMMITTEES.

a. Committees shall be Standing Committees or Ad Hoc Committees, whose members, with the exception of the Nominating Committee, shall be appointed by the Presiding Officer from among volunteers at a regular HOA meeting or Board meeting. Members appointed must be accepted and approved by the membership. The Presiding Officer may not appoint members who are not present at the assembly without a prior acceptance by the proposed nominee upon notice of intent. Committee members shall select the chairperson to serve on their respective committees.

b. A member of a committee who does not attend three (3) consecutive committee meetings, nor participates directly or indirectly in any of the committee's tasks during the same period, may be removed as an active member of that committee. A new member shall be selected by the same procedures listed in subparagraph A above.

c. Standing committees (permanent committees) are appointed as necessary to manage certain continuing responsibilities and procedures of the Association. These appointments shall be made only during any regular or special homeowners meeting, whereby acceptance of the nominated appointments shall be with the approval of a majority of the eligible members present. A standing committee shall be appointed "with power", meaning it shall be authorized to take all the steps necessary to carry out its responsibilities without supervision of the Board, its President, or the membership at large.

d. Ad Hoc Committees (temporary and/or special committees), are appointed as necessary to consider, investigate or take action on certain specific matters or subjects, or to do all such things to accomplish a specific task for the Association and are dissolved upon completion of the assigned tasks.

SECTION 2. OPEN MEETINGS. Any meeting of a committee in which a final decision will be made regarding the expenditure of association funds shall be open to members of the Association, and the publication of proper notices to the membership shall be governed in the same manner as that for the Board meetings.

SECTION 3. THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

a. The ARC shall be a standing committee who shall have the authority to act for the Association on the following matters:

(1) Respond to all member requests for property variances subject to the restrictive provisions of Article VII, Section I of the Covenants & Restrictions.

(2) Have the power and duty to either grant or deny requests for approval of new construction and changes to existing property.

(3) In the event new construction or changes to existing property proceeds without submitting plans to the ARC, the ARC shall have the right but not the duty to take such action as is set forth in the Covenants & Restrictions and in these Bylaws and any other remedies as may be prescribed by law.

b. Submitting an appropriate ARC form to the ARC prior to owner application for a required City of St. Cloud construction permit, if applicable, and submitting a copy of the associated permit to the ARC immediately prior to the certification of commencement.

c. Authority.

(1) The ARC may, at its option, find it necessary to request the applicant to furnish additional supporting information or resubmit a new application.

(2) The ARC shall review the requests and notify the applicant in writing of its approval or disapproval within five (5) days after the request has been properly completed and submitted.

(3) If there is a dispute between the applicant and the decision of the ARC, the applicant has the right of appeal by bringing the matter to the Board of Directors for a final decision. Any dispute or grievance not addressed by the Board to the satisfaction of the applicant within thirty (30) days of the receipt of the applicants appeal become subject to the provisions of paragraph b, Section 3, Article VI - Terms and Enforcement of the Association's Covenants & Restrictions which are available to the owner.

d. Meetings.

(1) The ARC shall meet quarterly during the calendar year for the purpose of reviewing and become re-acquainted with governing documents affecting the community design and construction requirements of the community.

e. Reports. All member requests, whether approved or disapproved by the committee, shall be reported publicly at the next membership meeting. A written copy must also be filed and retained in the permanent records of the Association.

f. The ARC shall operate under the prescribed standards and guidelines approved by the Board. Any changes, deletions or additions to these guidelines must be reviewed and approved by the Board.

SECTION 4. FEES AND COSTS.

a. Any attorney's fees, administrative or court costs incurred by the enforcing the these provisions shall be payable by the Owner for which a lien shall be imposed against the lot owned by said owner and the claim of lien against the lot shall further secure the payment of such sums.

SECTION 5. THE DOCUMENTS REVIEW COMMITTEE (DRC)

a. The DRC shall be a standing committee consisting of three (3) or more members to serve for a term of three (3) years.

(1) The members shall be appointed under the provisions set forth in SECTION 1 of this article.

(2) All other governing provisions contained in the Covenants & Restrictions or in these BYLAWS regarding the appointment, removal, resignation of officers of the Board of Directors shall apply to DRC members.

(3) The DRC shall have the standing authority to act for the Association on matters described in the Covenants & Restrictions.

SECTION 6. OTHER STANDING COMMITTEES. The following standing committees may be constituted by resolution of the membership and appointed in accordance with procedures set forth in SECTION 1 of this article.

a. Compliance-Enforcement Committee.

(1) The compliance committee will consist of three (3) but not less than two (2) members who will routinely survey the community and list any infractions of the Covenants & Restrictions or BYLAWS. That list must be presented to the Board before any action takes place. Any member, who takes action on his or her own, without board approval, will be immediately dismissed from the committee by the board.

(2) The compliance committee shall also work in conjunction with the ARC in order to insure that all work is completed according to the plans submitted to the ARC.

SECTION 7. AD HOC COMMITTEES. The Association shall have, but not limited to, the following committees which shall be Ad Hoc or temporary committees consisting of a minimum of three (3) members who shall be appointed as above to carry out a specified task. The committees cease to exist automatically, or by declaration of the presiding officer, at the completion of its task and presentation of its final report.

SECTION 8. NOMINATING COMMITTEE

a. The nominating committee shall be made up of at least three (3) members. As a matter of new business at the October homeowners meeting, the presiding officer shall ask for volunteers for the nominating committee from the members present. Those members who volunteer shall then be approved by a majority vote of members present.

b. Duties of the nominating committee:

(1) Contact each person whom it wishes to nominate in order to obtain acceptance of the nomination and his/her assurance to serve if elected.

(2) Members of the nominating committee shall not be barred from becoming nominees for office themselves.

(3) The chairperson of the nominating committee shall formally present the committee's nominations at the November homeowners meeting. A written report shall also be presented to the chair.

(4) The nominating committee is automatically discharged when its report is presented. If one of the nominees withdraws before the election, the nominating committee is revived to agree upon another nomination if there is time.

SECTION 9. ELECTION COMMITTEE

a. The election committee shall be made up of at least five (5) members, one of which shall be a Board member, who shall be appointed by the Presiding Officer at the October HOA meeting.

b. Duties of the election committee:

(1) Prepare ballots, mail and distribute absentee ballots and prepare voter's list to certify eligibility of voters. Retain all absentee ballots returned until election takes place.

(2) Once the polls are closed, the committee shall confirm that all ballots are accounted for and proceed to count the ballots in a secluded location while the meeting proceeds to other business. All blank and illegal ballots shall be void. Illegal ballots are further defined in Roberts Rules of Order.

(3) After the ballots are counted, the chairperson of the committee addresses the chair and reads the committee's report and hands it to the chair without declaring the result.

- (a) Date of the election
- (b) Number of votes cast
- (c) Number of votes necessary for election
- (d) Name of candidates and number of votes received
- (e) Number of void votes

SECTION 10. QUORUM AT COMMITTEE MEETINGS. The quorum in a committee is a majority of its membership. The only action that can legally be taken in the absence of a quorum is to take a short recess for the purpose of taking measures to obtain a quorum, or to fix the time to postpone.

ARTICLE VIII - RESOLUTIONS

SECTION 1. DESCRIPTION. When a policy is adopted by the Board, or by the passage of a motion at a membership meeting, that policy or governing action shall be put in the form of a written resolution as a permanent record.

SECTION 2. AUTHORITY. A resolution shall be an authority for the execution of future actions of the Association. The resolution shall remain permanent and may become incorporated into these Bylaws. A resolution shall not exceed any authority vested in the Covenants & Restrictions, these Bylaws, statutes of the State of Florida, or municipal codes.

ARTICLE IX. FISCAL MANAGEMENT

SECTION 1. GENERAL

a. The fiscal year shall begin on the first day of January and end on the last day of December of every calendar year.

b. The fiscal management of the Association as set forth in the Covenants & Restrictions and Articles of Incorporation are supplemented by the provisions stated in this Article.

SECTION 2. RECORDS. The financial and accounting records of the Association must include:

- a. Accurate, itemized and detailed records of all receipts and expenditures.
- b. A current record of account for each member obligated to pay assessments, designated by name and current address.
- c. All tax returns, financial statements and financial reports of the Association.
- d. Any other records that identify and record financial information.

SECTION 3. ANNUAL FINANCIAL REPORT. An annual financial report shall be published within 30 days after the close of the fiscal year. The membership shall be notified of the availability of copies of the report at no cost.

SECTION 4. ANNUAL BUDGET.

a. The Board shall adopt in advance of each fiscal year, a budget sufficient to cover the costs of operating and maintaining the Common Property and any reserve accounts and/or funds which may be necessary to establish from time to time.

b. The budget shall show the proportionate share of the total estimated expenses to be assessed against and collected from the members.

c. The budget shall include a reserve account for the purpose of capital improvements and deferred maintenance.

d. The Board shall be responsible for preparing an inventory of all major assets, which shall be monitored and revised as necessary. This may be done by written report or videotape.

SECTION 5. AUDITS. An audit of Association accounts may be requested by a vote of the members and shall be conducted by a certified public accountant.

SECTION 6. CAPITAL IMPROVEMENT AND DEFERRED MAINTENANCE EXPENDITURES.

a. Funds for the purpose of capital improvements and deferred maintenance shall be kept separately from the budgeted operating funds.

b. Advance notice of proposed expenditures must be given to the membership at least 48 hours prior to a meeting in which a vote will be taken. Any capital improvement must be approved by a majority of members present at the meeting.

ARTICLE X COLLECTION OF ASSESSMENTS

SECTION 1. ANNUAL GENERAL ASSESSMENTS.

a. The annual assessment shall be determined by the Board at their November Board meeting and reported to the membership at the December HOA meeting. The annual assessment shall be payable in twelve (12) monthly installments.

b. The due date of each installment shall be the first day of the month.

c. There will be a grace period of no more than five (5) business days from the due date. The grace period may be modified at any time by the Board for a breach of Association governing documents rules and regulations or due to the hardship of a member.

SECTION 2. SPECIAL ASSESSMENTS

a. Special Assessments recommended by the Board for defraying in whole or in part, the cost of any reconstruction, repair or replacement to the common area. The special assessment shall be approved by a majority of eligible voters following their acceptance of a Board's written report, which shall contain a minimum of the following:

- (1) Specific Identification of reconstruction, repair or replacement required.
- (2) Cost factors.
- (3) Alternatives (courses of action, bids, etc.).
- (4) Time factors (completion).
- (5) Individual member's liability.

SECTION 3. NON-PAYMENT OF ASSESSMENTS.

An installment of any assessment not paid within thirty (30) days after the due date shall incur a fee of ten (10) dollars per month per assessment until paid in full, unless special arrangements are made with the Treasurer. The name of any unit owner delinquent over three (3) months without special arrangements may be published in the Smoke Signal. The unit owner will also lose the right to vote and the use of the clubhouse for private parties or functions.

a. First notice shall be mailed to the owner specifying the due date, amount due and the action required.

b. Second notice. Failure to remit funds or reply to the first notice will result in a second notice

c. Failure to reply to the second notice may result in an acceleration of the balance of the installments of the assessment for the then current fiscal year.

d. Penalties and fines may be concurrently imposed in addition to the above late fees and costs.

e. No owner may waive or otherwise escape liability for the assessments or special assessments provided for by non-use of the common areas or abandonment of an owner residence and property.

SECTION 4. CLAIM OF LIEN.

a. A claim of lien will be initiated that protects the association's rights against a unit for unpaid assessments. The claim of lien shall be recorded in the public records of the Osceola County in the same place and manner as a deed or mortgage. (Recording a lien does not mean a lawsuit has been filed against the property owner; but only as a vehicle of record of a claim of lien has been officially record before filing a foreclosure lawsuit against the property defined in the lien). Additionally, the owner of the property must be notified of the above action by registered mail.

b. No action shall be brought to enforce any Assessment or Special Assessment lien unless at least ninety (90) days has expired following the date a Notice of Claim of Lien is deposited in the United States mail, a copy has been recorded by the Association in the office of the Clerk of Circuit Court of Osceola County, Florida; said Notice of Claim of Lien must recite a good and sufficient legal description of such home, the record owner or reputed owner, the amount claimed (which may at the option include interest on the unpaid Assessment or Special Assessment, reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien) and the name and address of the Claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Association.

SECTION 5. FORECLOSURE SALE. The Assessment or Special Assessment lien may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through duly authorized agents, shall have the power to bid on the Home at foreclosure sale, and to acquire and hold, lease, mortgage and convey same.

SECTION 6. SETTLING A DEFAULT. Upon the timely settling of any default for which a Notice of Claim of Lien was filed by the Association, the officers thereof shall record an appropriate Release of Lien, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed One Hundred Fifty (\$150.00) dollars to cover the cost of preparing and recording such release. A certificate executed and acknowledged by any two members of the Board or by a Management Company stating the indebtedness secured by the liens upon any Home created shall be conclusive upon the Association and the Owners as to the such indebtedness as of the date of the certificate, in favor of all persons who rely in good faith. Such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed fifty (\$50.00) dollars.

SECTION 7. CUMULATIVE REMEDIES. The Assessment or Special Assessment liens and the rights to foreclose and sale shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have by law, including a suit to recover a money judgment for unpaid assessments or Special Assessments, as above provided.

SECTION 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

a. The provisions of Section 11, ARTICLE IV of the Covenants & Restrictions apply.

ARTICLE XI - RENTALS, LEASES AND SALES

SECTION 1. RENTALS/LEASES.

a. The lease/rental agreement is a contract between owner and tenant. Tenancy must be provided in Art IX, sections 1-3 of the Covenants & Restrictions.

b. A copy of the governing documents shall be part of the agreement

c. The owner shall be responsible for all assessments.

d. Management of the property shall be the responsibility of the owner.

e. Management of leased property by an agent is permitted, but responsibility for compliance with the governing documents of the Association remains the fiduciary responsibility and obligation of the owner. The Board shall be immediately provided with a copy of any Owner/Management agreement.

f. The Association shall not be responsible nor obligated to act for either the owner or tenant, nor resolve any disputes between them, concerning the unit property but shall retain all powers and authority to act when such property, or the actions of the owner or tenant of such property, shall become detriment to the security and welfare of the community and its residents.

SECTION 2. SALES

a. The Board is responsible for the following:

(1) To insure seller receives a disclosure summary by certified mail or hand delivery outlining the purchaser's obligations.

(2) To insure the realtor/seller receives a copy of the Covenants & Restrictions by certified mail or hand delivery.

SECTION 3. NON-RESIDENT OCCUPANCIES INCLUDING VISITATIONS.

A non resident and/or visitor occupancy of homes in the community is defined as persons who are guests of the homeowner and intend to occupy the home in the absence, but with the permission of the homeowner. The owner of the property shall provide immediate notice to the Board, in writing, with the names of the intended occupants and the expected period of occupancy and confirmation that the occupants have been provided with the governing rules of the Association.

ARTICLE XII - ENFORCEMENT OF GOVERNING DOCUMENTS

SECTION 1. SCOPE OF ENFORCEMENT.

a. All members of this Association, including residents, tenants, guests, and invitees shall uphold the provisions of the governing documents of the Association. The Board shall take notice of any offense and is compelled to respond, investigate and take remedial action as deemed necessary in a timely manner.

b. An alleged violation, before officially acted upon, shall be presented to the Board by a dated and signed written notice or a verbal statement made at a homeowner or board meeting.

SECTION 2. GENERAL PROVISIONS

Within 48 hours of notice of a possible offense, the Board shall take action under the following guidelines:

a. By sufficient preliminary steps, establish whether there is a violation and that cause for further action exists.

b. If a violation does exist:

(1) Submit in writing by certified mail (receipt requested) a first notice to the offender citing the violation with a request to rectify. Fifteen (15) days will be given for compliance and/or reply to the first notice.

(2) Upon failure to receive a response to the first notice, submit in writing by certified mail (receipt requested) citing the violation with a request to immediately rectify and citing the penalties for failure to respond which shall be retroactively imposed from the date of the first notice. Fifteen (15) days will be given to reply to the second notice.

(3) Upon failure to receive satisfactory response to the second notice, the Board shall take such available course of remedial action as may be necessary to enforce compliance with the provisions of the Association governing documents.

a. The Board shall assign a standing Investigating Committee whose duties shall be to look into the charges and recommend to the Board, any fines or suspensions of user rights as it may determine. The committee shall be at least three (3) in number and shall not be officers, Directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee.

b. Only on recommendation of the Investigating Committee, does the Board have the right to impose fines and/or suspend user rights, or both, of a member, a member's tenants, guests or invitees, or all, for infractions of the Covenants & Restrictions, Bylaws, and any current rules and regulations of the Association. The Board may concurrently impose both penalty options upon the same offenders for the same and/or different offenses, if any.

c. The Investigating Committee shall explore the charges and within 14 days, call a meeting, giving notice of the time and place to the offender(s) who may attend and be heard. If the offender(s) does not reply in writing or does not attend the meeting, the meeting shall proceed.

d. Within 15 days of such meeting, the Board shall notify the cited offender(s) in writing of the findings and recommendations of the committee and immediately impose any recommended fines, penalties or suspension of user rights, or both. If the Investigating Committee does not recommend any fines, penalties and/or suspension of user rights, none may be imposed by the Board.

e. Any penalties recommended by the Investigating Committee and subsequently imposed by the Board shall be in addition to any costs, damages and redress awarded by litigation to enforce the regulation and/or to remedy the violation.

SECTION 4. DUTIES OF THE INVESTIGATING COMMITTEE

a. The committee shall first establish a basis for imposing fines or penalties under one or more of the following guidelines:

(1) Whether the offender was aware of the prevailing regulations(s) relating to the incident.

(2) Whether the offender was adequately and appropriately notified of the offense and informed of the necessity to comply with the pertinent covenant, bylaws, rule and/or regulation.

(3) Whether the offender has a prior history of the same or other violations within this community.

(4) Whether any lawful order has been previously entered against the offender.

(5) Whether the offender has complied with previous lawful orders of the Association and/or municipality of the City of St. Cloud in connection with any previous violations.

b. The scope and extent of any penalties shall be within the guidelines set forth in Section 5.

SECTION 5. FINES AND PENALTIES

a. A fine of a minimum of twenty five (25) dollars per day until compliance is satisfied or until a maximum of one thousand (1,000) dollars has been imposed for first time offenders.

b. A fine of a minimum of fifty (50) dollars per day until compliance is satisfied or until a maximum of one thousand (1,000) dollars has been imposed for a continuing violation and for second time offenders of the same or another type of offense.

c. Separate fines may be imposed concurrently for one or more separate and different violations concurrently charged to the offender whether listed in the same or separate notices.

d. Fines imposed upon the offender(s) shall be separate and in addition to any fines or penalties imposed by the Association, such as fees charged for late payment of monthly assessments or that which is imposed by the County of Osceola and/or the City of St. Cloud and/or attorney fees and costs from pursuance of court, mediation or arbitration actions, in obtaining satisfactory remedies and resolutions.

e. All penalties and fines collected upon finding of violations of these governing documents shall be paid into the treasury and deposited into the general fund.

SECTION 6. REVISED PENALTIES. If a penalty or punishment to be imposed because of a violation which occurred prior to the revision of that penalty or punishment, the penalty or punishment, if not already imposed, shall be imposed in accordance with the revised penalty.

SECTION 7. SUSPENSION OF USER RIGHTS.

a. A suspension of user rights to all of the common areas and facilities may be imposed for cause arising out of one or more of the following practices:

(1) Continued failure of an offender to adhere to the policies and governing documents following proper notifications to quit.

(2) Failure to pay imposed fines.

(3) During pending litigation pertaining to the offenses in question.

(4) For non-payment of regular and special assessments.

Exclusion: The suspensions shall not impair the right of an owner or tenant, guest or invitees of an owner or tenant, to have vehicular or pedestrian ingress to and egress from the owner's or tenant's property including but not limited to the right to park.

SECTION 8. SUSPENSION OF VOTING RIGHTS.

a. A member's voting rights may be suspended for failure to pay assessments which are delinquent in excess of ninety (90) days and until all retroactive dues are paid in full. The suspension may be imposed simultaneously and/or in addition to any other penalties and fines.

b. Any member of the Association whose voting rights have been suspended, shall then suffer loss of membership privileges and user rights until all retroactive dues are paid in full.

SECTION 9. RELINQUISHING OF OFFICE

a. Members of the Board, committees and other elected or appointed officials holding office whose voting rights have been suspended and/or membership privileges denied, shall be concurrently suspended from office without due process or standard procedures and may not be reinstated until their voting rights and/or membership privileges are restored.

SECTION 10. RECORDABLE VIOLATIONS

a. Records of violations to include notices, conduct of investigations and all concluding reports are documents which may be recordable in the records of the County of Osceola, Florida by the decision of the Board.

ARTICLE XIII - OFFICE, OPERATIONS AND RECORDS

SECTION 1. OPERATIONS AND RECORD PREPARATION.

a. The board shall assure that the designated administrative office shall be staffed and equipped with the necessary equipment required to execute the administrative functions of the Association.

b. The office shall be staffed by at least one person. During non-business hours, the person(s) or agent(s) names and telephone numbers shall be conspicuously posted outside the office.

c. All official documents shall remain secured within the administrative office.

d. Removal of Association documents from the office is not permitted.

e. All Association documents and database records which are prepared by computer shall be converted to the same standard application formats as that of the office computer.

f. Documents and computerized financial records prepared or created by computer, outside of the administrative office, shall be brought to, processed and preserved in the proper format on the office computer no later than on the close of every business week.

SECTION 2. OFFICIAL RECORDS. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

a. The following shall be permanent records.

(1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or to property that the association is obligated to maintain, repair, or replace.

(2) A (certified) copy of the current BYLAWS of this Association and of each amendment to the BYLAWS.

(3) A (certified) copy of the Articles of Incorporation of the Association and each amendment.

(4) A (certified) copy of the current Covenants & Restrictions and a copy of each amendment.

(5) A (certified) copy of any current rules of the homeowners' Association.

(6) A (certified) copy of all resolutions passed, amended or dissolved.

b. The following must be retained for at least 7 years.

(1) The minutes of all meetings of the Board of Directors and of the membership.

(2) All of the Association's insurance policies.

(3) The financial and accounting records of the Association, which shall be kept according to good accounting practices.

c. A lot description in the Subdivision, with the title owner(s) name (s) as described in the records of Osceola County which shall be maintained by the office manager.

d. A copy of all current contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contracts under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year after they are outdated.

SECTION 3. INSPECTION AND COPYING OF RECORDS.

a. The official records shall be available at any time to the Board members, committee members, and any other officers or appointees of the Association.

b. In other instances, these records must be open to inspection and available for photocopying by eligible members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This section may be complied with by having a copy of the official records available for inspection or copying in the community.

c. The failure of the Board to provide access to the records within 10 business days after receipt of a written request creates a presumption that the Association willfully failed to comply with this subsection.

d. A member who is denied access to official records, is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be fifty dollars (\$50.00) per calendar day up to 10 days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

e. The Board may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

f. Copies of any Association financial reports on property owners shall be given to the mortgagor at their request, or made available to them for inspection during business hours. These records are not otherwise subject to inspection by eligible members under the provisions of this Article.

ARTICLE XIV - ENTERTAINMENT COMPLEX

SECTION 1. GENERAL. The entertainment complex shall consist of the clubhouse, the screened-in swimming pool, the lounging area, the fountain, the sun deck, shuffleboard court, horseshoe yard and the fishing pond.

SECTION 2. MANAGEMENT. The complex shall be under the management of the Board.

SECTION 3. RENTAL OF BALLROOM FACILITIES.

a. Residents of the community have the exclusive license and right to use the Entertainment Complex without charge including the use of the complex facilities for their personal pleasure and enjoyment.

b. The ballroom may be rented under contract with specific charges for events by or for resident(s) of the community only, such as private parties, receptions, weddings, birthdays, anniversaries and other events of the like.

(1) The charges shall be fair and reasonable and sufficient to cover operating costs and future costs for repair and replacement due to wear and tear. These charges shall be set forth in the contract by the Board.

(2) An amount sufficient to cover any damage or failure to clean up the facility following any event shall be given in advance to be refunded upon a satisfactory inspection of the facility.

(3) All charges shall be collected in advance.

(4) Residents have the right to peaceably assemble or the right to invite public officers or candidates for public office to appear and speak in the common areas and recreation facilities.

(5) Community activities held for the enjoyment of the residents and private receptions after the funeral of a resident are exempted from any rental charges.

SECTION 4. ADOPTION OF ADDITIONAL RULES

The Board has the right to adopt necessary additional rules and regulations governing the use of the Complex facilities.

SECTION 5. GAMING ACTIVITIES

State of Florida and City of St. Cloud regulations governing gaming activities shall apply to that which is conducted in the complex. All residents, members or non-members, shall be made individually aware of these and all such applicable statutory provisions and who thereby assume personal responsibility for any infraction(s).

SECTION 6. ALCOHOLIC BEVERAGES.

a. During parties, possession and consumption of alcoholic beverages is permitted in the clubhouse and screened in adjoining room only during approved activities and social events. Approval of the use of alcoholic beverages must be so specified in the agenda of the advertised activities and events, such as the wording "B.Y.O.B". Authorization may be voided at any time, when the possession and consumption of alcoholic beverages has led to unsafe activities and disturbances, nuisances and the compromise of the order of the site.

b. Possession and consumption of alcoholic beverages is not permitted:

(1) During Board, committee or any other association meetings whether or not conducted in the clubhouse or anywhere on common grounds.

(2) By persons under twenty-one (21) years of age.

c. Alcoholic beverages may not be sold, in any form or manner, on the common grounds without the proper licensing under Florida state regulations.

ARTICLE XV - HEALTH, SAFETY AND SECURITY

SECTION 1. GENERAL. This Association supports State of Florida laws and municipal codes in the prevention of disease, sanitary and environmental nuisances, personal and property accidents and damages by which the health and safety of an individual(s) may be threatened or impaired.

SECTION 2. HEALTH AND ENVIRONMENTAL PROTECTION.

a. Smoking.

(1) No smoking is allowed in the clubhouse.

(2) Smoking is allowed in the screened-in area except in the immediate area surrounding the pool.

(3) The enforcement of the above smoking restrictions shall be the responsibility of all association members.

b. Hazardous Chemicals And Materials.

(1) There shall be no storage of toxic or hazardous chemicals and products and materials anywhere on the common grounds except as conditionally provided for.

(2) Only chemicals necessary and approved for the operation of the swimming pool are permitted in or on the common areas of the community. These chemicals shall be stored in a building or construction sufficiently safe, removed and detached from the complex facilities and in a form precluding uncontrolled and combined caustic reaction. The storage building or construction shall be of sufficient structural design so as to preclude leaks or threats of leaks of toxic and hazardous gases to escape or from other possible or perceived threat to the health, safety and welfare of persons and animals.

c. Fumigation programs shall be made part of a maintenance schedule and conducted with the health and safety of the residents of the community in mind.

d. Wetlands. The boundaries and the surface conditions of the property titled to Teka Village Homeowners Association, as shown and legally described as wetland in the records of Osceola County, and dedicated to the purposes, shall not be altered in any way unless preconditionally approved by the jurisdictional authority of the Environmental Regulation Commission which is the South Florida Water Management District.

SECTION 3. SECURITY.

a. Firearms. No firearms may be carried or stored in or on the common grounds, except by a person or public official who holds a professional license under state and municipal laws and when such person or persons are providing professional services authorized by the Association in the occupation in which that person is so licensed or authorized.

b. Neighborhood Watch. An effective neighborhood watch program shall be enacted and permanently maintained in a current status.

SECTION 4. COMMUNITY ACCESS. The Teka Village Adult Community is a gated community, which shall be maintained for security and privacy.

a. The Association shall obtain and have on file a data base of current information on the following:

(1) A list of residents' names and addresses in the community which shall indicate whether the resident is an owner or tenant, and/or otherwise an occupant of the household.

(2) A community directory listing the name, address and telephone number of each resident which shall be published and made available to each listed resident, as updated.

(3) A list of the names, telephone numbers and positions held of the Association Directors, officers, committees and their members.

SECTION 5. SECURITY GATE.

a. Access Code Assignments.

(1) Households:

(a) Each household shall be assigned one 5 digit security code with instructions on how the gate operates.

(b) Automatic gate openers (remotes) may be purchased for each household.

(2) Other:

(a) Organizations and individuals having community business on a regular or scheduled basis, and public service organizations providing emergency responses and services to the community, may be assigned their individual 5 digit security code as determined by the Board.

(3) Protection of Codes. For the protection and security of all residents of the community, the 5 digit security codes are only for use by those residents, persons and organizations to whom assigned. For the security of all, unauthorized distribution and the use of the security codes by residents, persons or organizations other than to whom assigned is not recommended.

b. Right of Denial.

(1) No door-to-door solicitation of any kind is permitted in the community. A sign or signs so stating shall be conspicuously posted at the entrance to the community.

SECTION 6. TRAFFIC REGULATIONS.

In addition to the regulations in the Covenants & Restrictions, the following apply:

a. All vehicles entering or leaving Teka Village shall not exceed a speed of twenty (20) miles per hour.

b. All types of vehicles entering or leaving Teka Village shall adhere to all signs or markers posted.

c. Dusk to dawn vehicular traffic, including bicycles, mopeds, motorcycles and recreational vehicles of all types shall have installed and operating their approved traveling lights and reflectors.

SECTION 7. TRESPASS

For the purposes of these Bylaws, trespass shall mean a trespass upon the common property of the Teka Village community by unauthorized entry, by taking unauthorized possession of common property or by the injury or destruction of common property. A "No Trespass" sign shall be placed on the premises in a conspicuous position at the front entrance.

SECTION 8. HURRICANE AND DAMAGING WINDS.

a. Residents, whether at home or planning to be away from the community for an extended period of time, shall take advanced safety measures to adequately secure any outside items that may cause damage to others from the threat or presence of high winds.

b. The Hurricane Committee shall, in the event of approaching or presence of high winds, remove, protect and/or adequately secure any items of community owned property.

SECTION 9. SWIMMING POOL.

State of Florida Administrative Codes (64E-9) regulating public swimming pools and bathing facilities shall govern the construction or modification standards, and operational requirements. The following standards are minimal and may be supplemented by additional rules necessary for pool operation and patron behavior. These standards shall be posted in minimum one inch letters which must be legible from the pool deck.

a. The pool is for the enjoyment of residents of the community and their accompanying guests and invitees only. Unauthorized persons will promptly be asked to leave the pool area.

(1) Minors must be under continuous supervision of an adult, parent or guardian. No one under eighteen (18) years of age is allowed in the pool area unsupervised.

(2) Children of diaper age must wear sufficiently protective absorbent garments whether in the pool or the wet deck area.

(3) Proper swimming attire only is permitted. No nude bathing or swimming is permitted.

(4) Showers must be taken prior to entering the pool to remove body lotions or oils.

(5) Uncovered and wet swim suit attire is not permitted inside the clubhouse, except the bathrooms.

(6) The pool area is closed to all upon approaching and/or during thunderstorm activity.

b. No animals, except those used by the disadvantaged are permitted in the wet deck area.

c. No jumping or diving into the pool.

d. No food or drink allowed in the pool or on the pool wet deck area.

e. No electrical appliances of any kind are permitted in the pool wet deck area.

f. No rowdiness, or other activities of a nuisance patrons are permitted in the pool or wet deck area.

SECTION 10. RETENTION PONDS.

a. Sport Activities

(1) No swimming is permitted in the retention ponds. No sport activities, except fishing, are permitted within fifty (50) feet of the retention ponds.

b. Fishing

(1) A fishing "catch and release program" is effective for fishing in the retention ponds whereby all species of largemouth bass caught must be immediately released unharmed back into the pond. The unauthorized removal or the intentional harming or destruction of largemouth bass shall be deemed the destruction of common property.

(2) Only the fishing pole technique may be used to catch fish in the ponds.

(3) Fishing in the retention ponds does not require a fishing license.

c. Signs. Signs indicating "Catch and Release", and "No Swimming", shall be conspicuously posted at each of the fishing ponds.

ARTICLE XVI - PURPOSE AND INTENT OF SPECIFIC SECTIONS OF

DECLARATION OF COVENANTS & RESTRICTIONS

SECTION 1. AGE RESTRICTIONS (Article II, Section 2 of the Covenants & Restrictions.

a. Admission of a person carrying an unborn child who desires to live in the community cannot be prohibited or denied nor can anyone desiring to live in the community be denied on the basis of their disclosure

of an intent to bear a child at any time during their residency in this community. Notice of the provisions of Section 2e of the Covenants & Restrictions shall be given to the prospective resident.

b. In the event a resident becomes responsible for the temporary care of a minor, it is the resident's responsibility to notify the board in a timely manner.

c. The Board shall issue a letter stating that the resident has one (1) year from the date of the letter to make living adjustments for the minor to comply with the minimum age restriction. (See Art. II, Section 2C of the C&R's)

d. The minor shall be considered a resident of the community for the duration of one (1) year and shall have available all reasonable accommodations necessary for the use and enjoyment of the community within the limits of the provisions granted by the Covenants & Restrictions.

SECTION 2. TOWING (IMPOUNDMENT OF VEHICLES, EQUIPMENT AND STRUCTURES)

a. It shall be the policy of the Association to recognize that there are limited "common parking spaces and facilities" available to community residents, their guests and invitees.

(1) The enforcement of its parking regulations shall be tempered and the motives of a suspected violator of a parking restriction shall be carefully considered before taking any enforcement action. All efforts shall be made to permit exceptions to the parking restrictions such as during special events and only when authorized and properly announced by the Board in advance of each event.

(2) To select one of the two available options which would be best and appropriate to enforcing the cited parking restriction, which shall consist of obtaining an injunction against a violator by filing a lawsuit in a court of law requiring the violator to cease parking in an unauthorized manner and to remove the vehicle or towing of the vehicle in accordance with the procedures required by law.

(3) Statutory requirements include (a) size, text and placement of signs within the community such as "tow-away zone" etc. (b) requirements to follow from point of removal to storage site and (c) requirements that the towing company notify local law enforcement of their action.

The Association should also investigate and utilize an experienced towing company who may have available the signs and provide for other requirements of the statute.

b. Impoundment of Movable Equipment of Structures. Recreational equipment, commercial vehicles and accessory structures declared nuisances under the provisions of the City of St. Cloud Land Development Code (LDC) may be ordered impounded by the City Manager or his designee provided that the owner(s) (of this Association) of the property on which such equipment, vehicles or structures (defined in St Cloud LDC) are located shall be given notice of the violation and intended action within twenty four (24) hours prior to the impoundment and that any additional requirements of the state law are complied with.

SECTION 3. USE OF RESIDENTIAL LOTS AND/OR BUILDINGS FOR BUSINESS PURPOSES.

Residential lots shall not be used in part or in whole, for business purposes, whether licensed or unlicensed as an occupation within the subdivision unless it is an occupation conducted entirely within a dwelling unit and provided that:

a. Only family residing on the premises shall be engaged in such occupation.

b. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants and shall under no circumstances change the residential character of the residence.

c. There shall be no change in the outside appearance of the building or premises or other visible evidence of the conduct of such home occupation and there shall be no storage of tools, equipment or materials on the premises.

d. No home occupation shall be conducted in any accessory building.

e. No home occupation shall occupy more than twenty percent (20%) of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two (2) years after the date of completion as shown by the records of the city building inspection division.

f. Commercial vehicles shall not be parked on any property or roadway zoned for residential use except during the course of active site development or building construction or during the course of regular business or in an enclosed garage, except those commercial vehicles parked at the person's residence.

g. No traffic shall be generated by such home occupation in greater volumes that would normally be expected in a residential neighborhood and any need for parking generated by the conduct of such home occupation shall be met off the street.

h. No equipment or process shall be used in such home occupation which creates noise, vibrations, glare, fumes, odors or electrical interference detectable to the normal senses off the lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference to any radio or television receivers off the premises.

i. The following businesses shall not be allowed in Teka Village: Beauty shops, barber shops, band instruments or dance instructor, swimming instructor, studio for group instruction, public dining facility or tearoom, antique or gift shop, photographic studio, fortune telling or similar activity, outdoor repair, food processing, retail sales, nursery school or kindergarten. The giving of group instruction of any type shall not be deemed a home occupation.

j. The giving of individual instruction to one (1) person at a time, such as an art or piano teacher, shall be deemed a home occupation provided, however, that the provisions of subparagraph (i) shall apply prohibiting individual instruction as a home occupation for those activities listed in subparagraph (i).

k. Fabrication of articles such as are commonly classified under the terms arts and crafts may be deemed a home occupation subject to the other terms and conditions of this definition and providing no retail sales are made at the home.

l. A home occupation shall be subject to all applicable city occupational licenses and other business taxes.

m. Applications for home business occupation shall first be submitted, by the owner of the property, to the Board of Directors for approval prior to establishing. The letter of Board approval shall be included with the application to the City of St Cloud for appropriate permitting. The application shall show:

(1) The name and type of business

(2) Date of commencement

(3) Telephone and fax numbers

(4) Internet Web page references in the name of applicant's business, if any.

n. The Board shall be immediately notified of any changes to the above, including notice of dissolution of the business.

SECTION 4. PROSPECTIVE BUYERS AND RENTERS, SCREENING AND APPROVAL PROCESS

(Reference) Authority to screen and approve prospective buyers and renters is granted to the Board, whose decision to proceed shall be made by a majority vote of the Board on the merits of the interview of each applicant. If there shall be resident property title transfers and owner tenant agreements without prior application made or interview by the Board, the Board reserves the right to conduct a post screening and approval process within a period of ninety (90) days following the resident's occupancy.

The Board may charge a screening fee to offset any charges incurred. All prospective sellers of property in the community shall submit any and all buyer proposals to the Board for review and screening of applicants.

ARTICLE XVII RESCISSION AND AMENDMENTS

SECTION 1. RESCISSION. These Bylaws hereby rescind and supersede the Bylaws of the Association and properly adopted rules and regulations in effect prior to the effective date of this document.

SECTION 2. AMENDMENTS.

a. These Bylaws, or any part thereof, may be amended or rescinded at a regular or special meeting of the Association called for such a purpose which shall, in each case, require a majority approval of the total number of eligible members of the Association provided:

(1) A quorum of eligible members is present at the meeting.

(2) Proper notice is given the membership in accordance with provisions set forth in Article VI, Section 3 of these bylaws.

(3) Voting shall be by written ballot.

b. Prior Review of Proposals

(1) Whether amendments shall constitute a part or an entire revision of the Bylaws, the membership shall be afforded the opportunity to review, comment and propose changes in advance of the voting time for passage of the proposed amendments. Such action may be taken and shall precede the voting of either each passage or the entire document as a whole by the majority of those present at the meeting.

(2) When such action requires more than one meeting to conclude, every effort will be made to schedule the next meeting(s) within a period of no more than forty eight (48) hours from the previous meeting until the task is accomplished.

c. No amendment shall be effective until after the approving resolution shall have been recorded among the Public Records of Osceola County, Florida