

Prepared by & Return to:
Telese B. McKay, Esq.
McKay Law Firm, P.A.
2055 Wood Street, Suite 120
Sarasota, FL 34237



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005205130 27 PGS
2005 SEP 13 09:41 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HJAMES Receipt#684293

**CERTIFICATE OF RECORDING FOR
WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING is executed this 31st day of August, 2005, by WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation (hereinafter "Association").

RECITALS

WHEREAS, Woodhaven Estates Villas, Inc., ("Developer") established the community known as Woodhaven Estates Villas by recording the Declaration of Neighborhood Covenants for Woodhaven Estates Villas ("Declaration"), which was recorded on May 18, 1999 in Official Records, Instrument # 1999068713 of the Public Records of Sarasota County as amended from time to time; and,

WHEREAS, the Developer filed Articles of Incorporation with the Secretary of State of Florida on June 3, 1999 ("Articles of Incorporation") attached as Exhibit "A", but failed to record the Articles of Incorporation in the Public Records of Sarasota County, as required by Florida Statutes Section 720.303(1); and,

WHEREAS, the Developer prepared the Bylaws of Woodhaven Estates Villas Property Owners Association, Inc. ("Bylaws"), attached as Exhibit "B", but failed to record the Bylaws in the Public Records of Sarasota County, as required by Florida Statutes Section 720.303(1).

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All record owners were bound and continue to be bound by the Articles of Incorporation and Bylaws upon the purchase of each Lot within Woodhaven Estates Villas.
3. Copies of the Articles of Incorporation and Bylaws were available to all record owners from the Association upon the purchase of each Lot within Woodhaven Estates Villas.
4. Association hereby records the Articles of Incorporation and Bylaws to place owners on constructive notice of the restrictions and obligations therein and to comply with the statutory requirements for recording the Articles of Incorporation and Bylaws.

5. No revisions have been made to the original wording of the Articles of Incorporation or Bylaws, as drafted by the Developer and all record owners hereby remain subject to the restrictions and obligations set forth in the Articles of Incorporation and Bylaws.

31st IN WITNESS WHEREOF, the undersigned have set their hands and seals this August, 2005.

WITNESSES:

**WOODHAVEN ESTATES VILLAS
PROPERTY OWNERS
ASSOCIATION, INC.,**
a Florida not for profit corporation

Jennifer Schuster
Print Name: Jennifer Schuster

By: Laura E. Rimmans, President
Laura E Rimmans
Print name

Renee Powell
Print Name: Renee Powell

Jennifer Schuster
Print Name: Jennifer Schuster

Renee Powell
Print Name: Renee Powell

By: Sidney Duren
Secretary
Sidney Duren
Print name


(Seal of Corporation)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Laura Rimmans and Sidney Duren, as President and Secretary, respectively, of Woodhaven Estates Villas Property Owners Association, Inc., a Florida not-for-profit Corporation. They (who are personally known to me) (who have produced _____ as identification).

Bridget Tucker
Signature of Notary Public

Print name Bridget TUCKER

NOTARY PUBLIC-STATE OF FLORIDA
 Bridget R. Tucker
Commission # DD446291
Expires: JUNE 30, 2009
Bonded Thru Atlantic Bonding Co., Inc.

WITNESSES:

WOODHAVEN ESTATES VILLAS INC.,
a Florida Corporation

[Signature]
Witness #1 Signature

J. Thames
Witness #1 Print Name

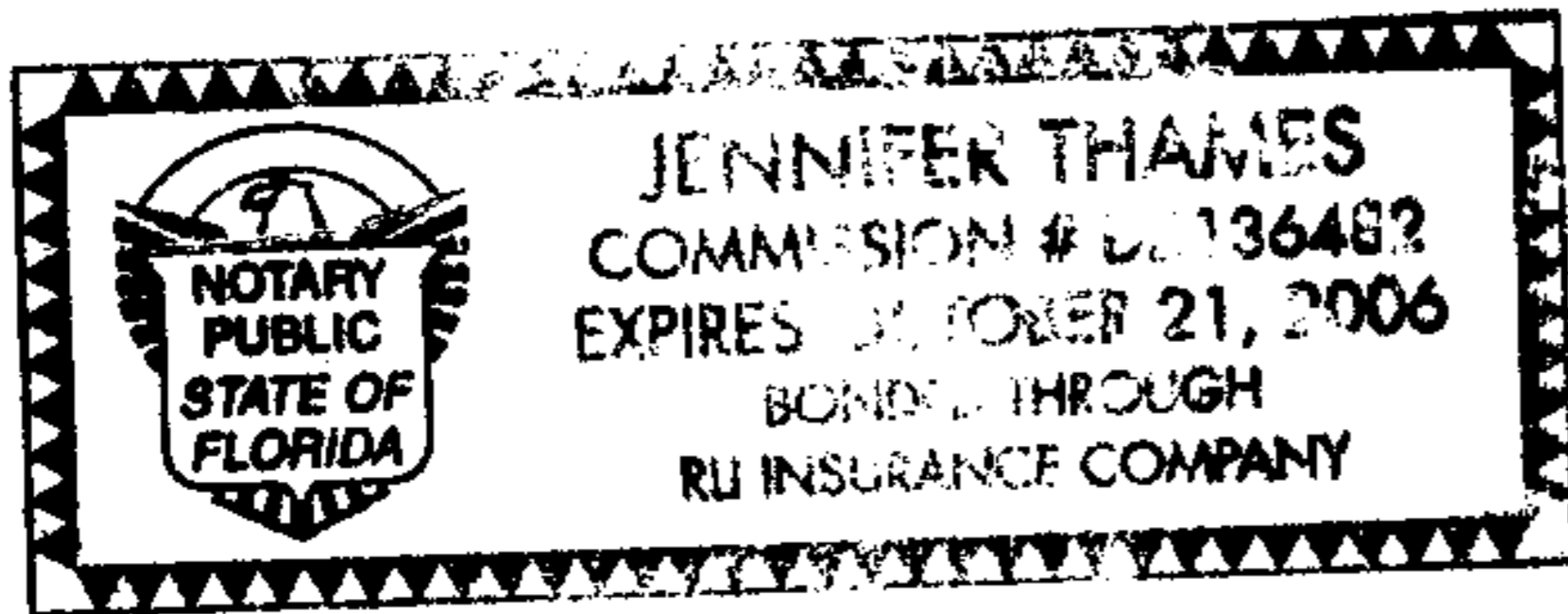
[Signature]
Witness #2 Signature

KURT O. USE
Witness #2 Print Name

[Signature]
President (signature)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of August, 2005, by Terr Elmy, as President of WOODHAVEN ESTATES VILLAS, INC., a Florida ~~not-for-profit~~ Corporation, who is personally known to me or who has produced _____ as identification.



[Signature]
Signature of Notary Public

Jennifer Thames
Print Name of Notary Public

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on June 3, 1999, as shown by the records of this office.

The document number of this corporation is N99000003404.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of June, 1999



CR2EO22 (1-99)

EXHIBIT

A

Katherine Harris

Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION OF
WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC.

FILED
99 JUN -3 PM 1:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation for WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

PREAMBLE

Woodhaven Estates Villas, Inc., a Florida corporation ("Developer"), owns certain property in Sarasota County, Florida (the "Property"), and has recorded a Declaration of Neighborhood Covenants for WOODHAVEN ESTATES VILLAS (the "Declaration") which will affect the Property. The Association is being formed to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as recorded in the Public Records of Sarasota County, Florida. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE 1. - NAME AND ADDRESS

The name of the corporation is WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC. The initial address of the principal office of the Association and the initial mailing address of the Association is 14601 Tamiami Trail, North Port, Florida 34287.

ARTICLE 2. - PURPOSE

The purposes for which the Association is organized are to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes; to enforce and exercise the duties of the Association as provided in the Declaration; and to promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE 3. - POWERS AND DUTIES

The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and shall have the powers and duties to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, including but not limited to, the following:

1. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
2. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the

proceeds thereof in the exercise of the Association's powers and duties.

3. To enforce the provisions of the Declaration, these Articles, and the Bylaws.
4. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, Lots, Units and other property under the jurisdiction of the Association.
5. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
6. To borrow money for the purposes of carrying out the powers and duties of the Association.
7. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Developer.
8. To obtain insurance as provided by the Developer.
9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible, or to contract with others for the performance of such obligations, services and duties.
10. To sue and be sued.

ARTICLE 4. - MEMBERS

The members of the Association shall be all of the record owners of Units within WOODHAVEN ESTATES VILLAS. Membership shall be established as to each Unit upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Property is located of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Unit. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

The share of each member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person or by an entity, the vote for such Unit shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. In addition to the foregoing, Developer shall have two votes for each unit owned by Developer so long as Developer owns one or more units in Woodhaven Estates Villas.

The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE 5. - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 6. - DIRECTORS

The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members of the Association.

All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

The Developer shall have the right to appoint all of the directors until Developer has conveyed all of the Units within the Property. The Developer may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the members. When the Developer no longer owns any Unit within the Property, all of the directors shall be elected by the members in the manner provided in the Bylaws.

Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the Developer is entitled to appoint the directors.

The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

Robert A. Elmy	14601 Tamiami Trail North Port, Florida 34287
Terri Elmy	14601 Tamiami Trail North Port, Florida 34287
Charles Allen	14601 Tamiami Trail North Port, Florida 34287

ARTICLE 7. - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

Robert A. Elmy	President, Secretary and Treasurer
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ARTICLE 8. - INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe this conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duties to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the

Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was service at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

ARTICLE 10. - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the

notice of such annual meeting.

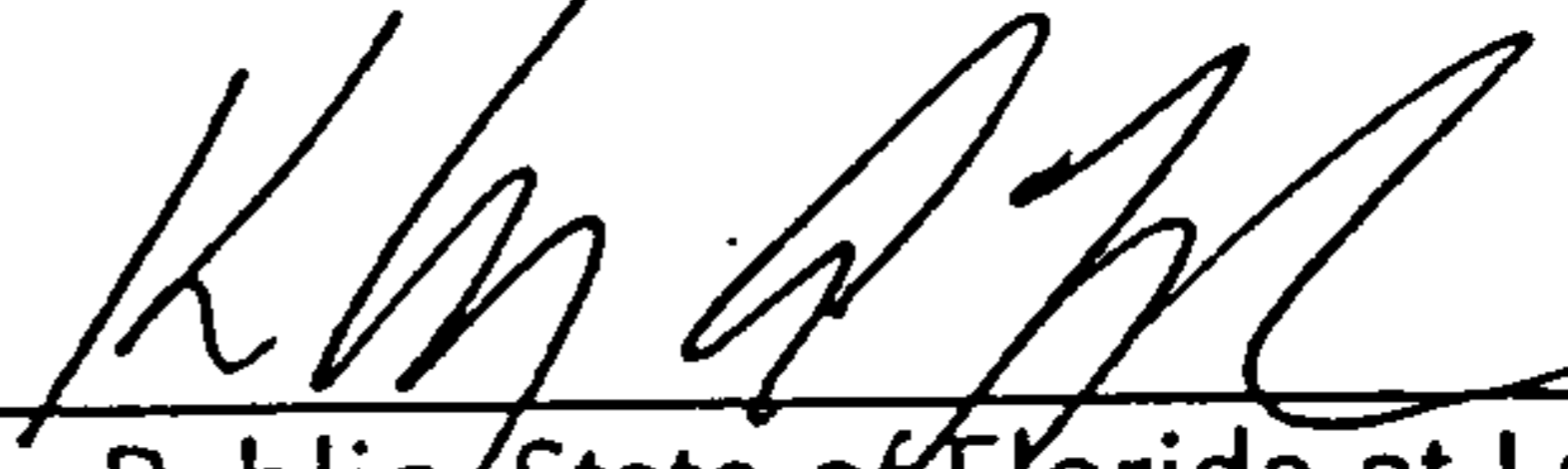
3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.
4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements has been satisfied.
6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all Institutional Lenders holding mortgages upon the Lots. No amendment shall be made that is in conflict with the Developer. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to these Articles.
7. No amendment to these Articles shall be made which discriminates against any Owner, or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.
8. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Property is located.

ARTICLE 11. - DISSOLUTION

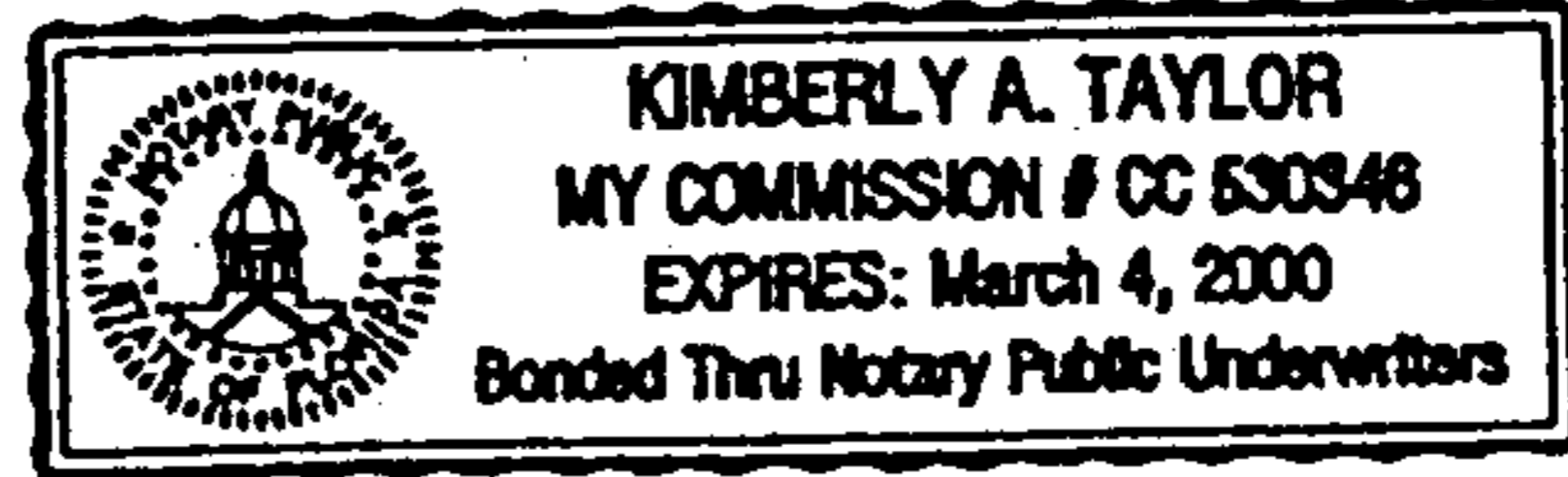
In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as

STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO AND SUBSCRIBED before me this 28th day of May, 1999 by Robert A. Elmy, as Incorporator and as Registered Agent, who is personally known to me.



Notary Public, State of Florida at Large



BYLAWS OF

WOODHAVEN ESTATES VILLAS PROPERTY OWNERS ASSOCIATION, INC.

1. GENERAL PROVISIONS.

1.1 Identity. These are the Bylaws of Woodhaven Estates Villas Property Owners Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit formed under the laws of the State of Florida. The Association has been organized for the purposes stated in the Articles and shall have all of the powers provided in these Bylaws, the Articles, the Declaration, and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.2 Principal Office. The principal office of the Association shall be at such place as the Board may determine from time to time.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

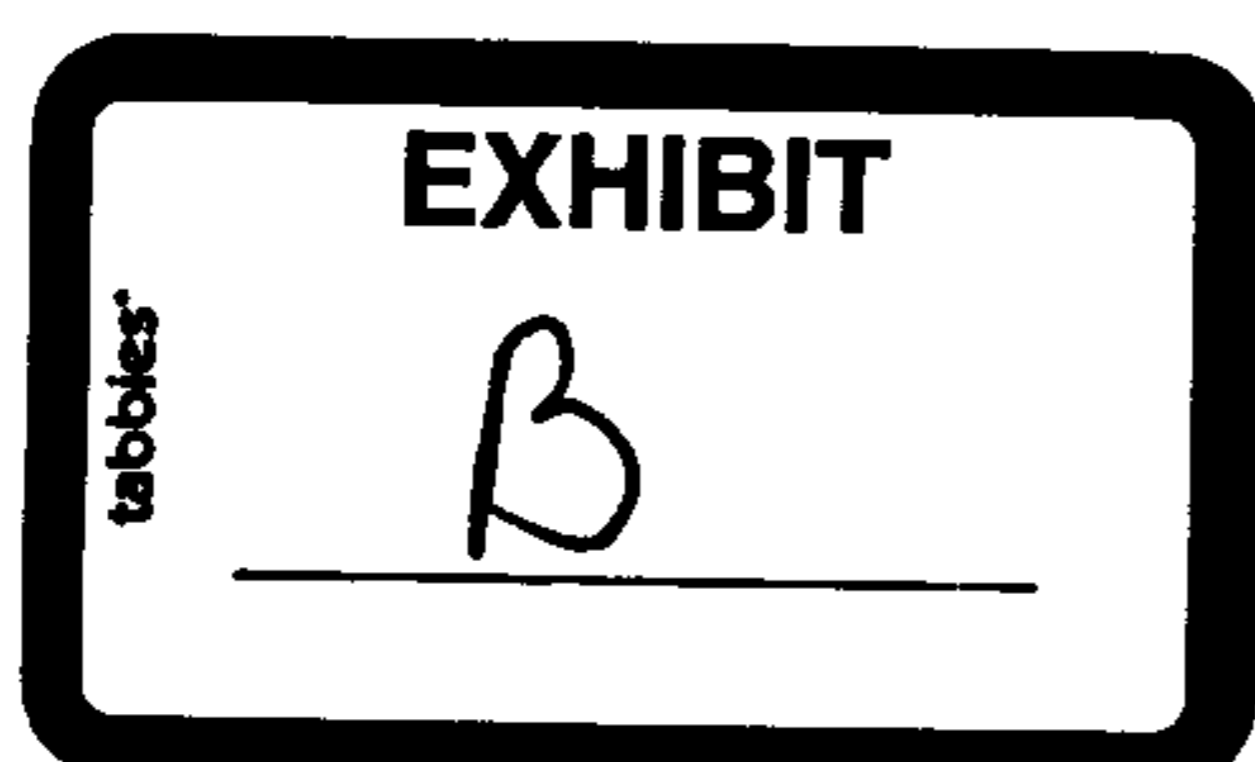
1.4 Seal. The seal of the Association shall have inscribed upon it the name of the Association, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

1.5 Inspection of Books and Records. The books and records of the Association shall be open to inspection by all Owners or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a Lot. Such records of the Association shall include current copies of the Declaration, Articles and Bylaws, and any amendments thereto, any contracts entered into by the Association, and the books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers of Lots current copies of the Declaration, Articles and Bylaws, and the most recent annual financial statement of the Association. Notwithstanding the foregoing, any inspection of any books or records of the Association will only be permitted upon reasonable notice, during normal business hours or under reasonable circumstances, and must be for a proper purpose which is reasonably related to an interest that the person making the inspection has or may have in the Association.

1.6 Definitions. Unless the context otherwise requires, all terms used in these Bylaws shall have the same meaning as are attributed to them in the Articles, and the Declaration.

2. MEMBERSHIP IN GENERAL.

2.1 Qualification. Pursuant to the Articles, all of the record Owners of Lots in South Bayview Estates shall be members of the Association. Membership for each Lot shall be



established upon the recording of the Declaration. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association, but its membership shall terminate upon the recording of the Declaration, unless it owns any Lots.

2.2 Changes in Membership. The transfer of the Ownership of any Lot, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the Association. It shall be the responsibility of any such transferor and transferee of a Lot to notify the Association of any change in the Ownership of any Lot, and the corresponding change in any membership, by delivering to the Association a copy of the deed or other instrument of conveyance which establishes a transfer of Ownership. In the absence of such notification, the Association shall not be obligated to recognize any change in membership or Ownership of a Lot for purposes of notice, voting, Assessments, or for any other purpose.

2.3 Member Register. The secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members of the Association. It shall be the obligation of each member of the Association to advise the secretary of any change of address of the member, or of the change of Ownership of the member's Lot, as set forth above. Any member who mortgages his Lot shall notify the Association of the name and address of his mortgagee. Any member who satisfies the mortgage encumbering his Lot shall also notify the Association thereof, and shall file a copy of the satisfaction of mortgage with the Association. The names and addresses of any such mortgagee shall also be maintained in the member register.

3. MEMBERSHIP VOTING.

3.1 Voting Rights. The voting rights of the members and of Developer shall be as provided in the Articles.

3.2 Majority vote and Quorum Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and Owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for one-third of the Lots shall constitute a quorum.

3.3 Determination as to Voting Rights.

3.3.1 In the event any Lot is owned by one person, his right to cast the vote for the Lot shall be established by the record title to his Lot.

3.3.2 In the event any Lot is owned by more than one person or by an entity, the vote for the Lot may be cast at any meeting by any co-owner of the Lot provided,

however, that in the event a dispute arises between the co-Owners as to how the vote for the Lot shall be cast, or in the event the co-Owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the Lot on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a Lot shall be deemed co-Owners of the Lot, and the directors and officers of a corporation owning a Lot shall be deemed co-Owners of the Lot.

3.3.3 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles or Bylaws or for any matter that requires or permits a vote of the members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

4. MEMBERSHIP MEETINGS.

4.1 Who May Attend. In the event any Lot is owned by more than one person, all co-Owners of the Lot may attend any meeting of the members. In the event any Lot is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any Lot shall be cast in accordance with the provisions of Paragraph 3 above. Institutional Lenders have the right to attend all members meetings.

4.2 Place. Meetings of the members shall be held at the principal office of the Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

4.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by first-class mail or personal delivery to each member entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary or the officer or persons

calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage thereon pre-paid. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the Association, or in order to make a determination of the members for any other purpose, the Board shall be entitled to rely upon the member register as same exists ten days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a Lot is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the Lot, which may be given to any co-owner as defined in Paragraph 3.3.2 of these Bylaws. Notice to any member or co-owner shall be sent to the Lot of such member or co-owner, unless the Lot Owner(s) otherwise request.

4.4 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.5 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held once each year at a time and place to be determined by the Board and as is contained in the notice of such meeting. However, so long as Developer is entitled to appoint a majority of the directors of the Association, no annual meetings will be required.

4.6 Special Meetings. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than 25% of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the Association, to all of the members within thirty (30) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.7 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the Association may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at

the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting.

4.8 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.9 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.9.1 Determination of chairman of the meeting;
- 4.9.2 Calling of the roll and certifying of proxies;
- 4.9.3 Proof of notice of meeting or waiver of notice;
- 4.9.4 Reading and disposal of any unapproved minutes;
- 4.9.5 Reports of directors, officers or committees;
- 4.9.6 Nomination and election of inspectors of election;
- 4.9.7 Determination of number of directors;
- 4.9.8 Election of directors;
- 4.9.9 Unfinished business;
- 4.9.10 New business; and
- 4.9.11 Adjournment.

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The Association shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the

action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a Lot is owned by more than one person or by a corporation, the consent for such Lot need only be signed by one person who would be entitled to cast the vote for the Lot as a co-owner pursuant to Paragraph 3.3.2 of these Bylaws.

5. DIRECTORS.

5.1 Membership.

5.1.1 The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors. So long as the Developer is entitled to appoint any director pursuant to the Articles, the number of directors will be determined, and may be changed from time to time, by the Developer by written notice to the Board. After the Developer is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing Board, if prior to such meeting of the members the Board votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the Board is not changed, then the number of directors shall be the same as the number on the Board prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.2 Election of Directors by Members. Election of directors to be elected by the members of the Association shall be conducted in the following manner:

5.2.1 Within 60 days after the members other than the Developer are entitled to elect any directors, as provided in the Articles, or within 60 days after the Developer notified the Association that it waives its right to appoint one or more directors, the Association shall call, and give not less than 30 days nor more than 45 days notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the Developer. Such special meeting may be called and the notice given by any member if the Association fails to do so. At such special meeting the members shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by Developer which would have been replaced by any directors elected by the members may resign without further liability or obligation to the Association. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than 4 months after the date of the

special meeting, and upon such election the next annual meeting of the members shall not be held.

5.2.2 Except as provided above, the members shall elect directors at the annual members' meetings.

5.2.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing Board may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the Board will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

5.2.4 The election of directors by the members shall be by ballot that the member personally casts (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.3 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such directors' death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

5.4 Organizational Meeting. The newly elected Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. During the period when Developer appoints a majority of the Directors, no regular meetings of the Board will be required.

5.6 Special Meetings. Special meetings of the Board may be called by any director, or by the president, at any time.

5.7 Notice of Meetings. Notice of each meeting of the Board shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least 48 hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least three days before the day on which such meeting is to be

held. Notice of a meeting of the Board need not be given to any director who signs a waiver of notice either before or after the meeting. Notice of any meeting of the Board shall not be required to be given to any director who signs a waiver of notice either before or after the meeting. Notice of any meeting of the Board shall not be required to be given to the members or posted unless otherwise required by law. Notice of any meeting in which Assessments are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice or waiver of notice of such meeting.

5.8 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the Board. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of directors is required by statute, the Declaration, the Articles, or by these Bylaws. A director may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

5.9 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the Board meetings shall be the chairman of the Board if such an officer is elected; and if none, the president of the Association shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a Board meeting shall be:

5.11.1 Calling of roll;

5.11.2 Proof of due notice of meeting;

5.11.3 Reading and disposal of any unapproved minutes;

5.11.4 Reports of officers and committees:

5.11.5 Election of officers;

5.11.6 Unfinished business;

5.11.7 New business; and

5.11.8 Adjournment.

5.12 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the members of the Association, or their authorized representatives, and the directors, upon reasonable notice, during reasonable times, for a proper purpose. The Association shall retain these minutes for a period of not less than seven years.

5.13 Committees. The Board may, by resolution duly adopted, appoint committees. The Board shall appoint an Architectural Review Board. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Directors may be removed as follows:

5.15.1 Any director other than a director appointed by the Developer may be removed by majority vote of the remaining directors, if such director has been absent for the last three consecutive Board meetings, and/or adjournments and continuances of such meetings.

5.15.2 Any director other than a director appointed by the Developer may be removed with or without cause by the vote of a majority of the members of the Association at a special meeting of the members called by not less than ten percent of the members of the Association expressly for that purpose. The vacancy on the Board caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the Board, as in the case of any other vacancy on the Board.

5.16 Vacancies.

5.16.1 Vacancies in the Board may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are not directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the Developer at all times shall have the right to appoint the maximum number of directors permitted by the Articles, and any vacancies on the Board may be filled by the Developer to the extent that the number of directors then serving on the Board which were appointed by the Developer is less than the number of directors the Developer is then entitled to appoint.

5.16.2 In the event the Association fails to fill vacancies on the Board sufficient to constitute a quorum in accordance with these Bylaws, any Lot Owner may apply to the Circuit Court of the County in which the Property is located for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Lot Owner shall mail to the Association a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Lot Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the Board, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5.17 Directors Appointed by the Developer. Notwithstanding anything contained herein to the contrary, the Developer shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the Developer pursuant to the Articles. All directors appointed by the Developer shall serve at the pleasure of the Developer, and the Developer shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the Board. Replacement of any director appointed by the Developer shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the Developer shall become effective immediately upon delivery of such written instrument by the Developer.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the members approve such compensation, provided however, the Association may reimburse any Director for expenses incurred on behalf of the Association without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the Association, express or implied, existing under these Bylaws, the Articles, the Declaration, or as otherwise provided by statute or law.

6. OFFICERS.

6.1 Members and Qualifications. The officers of the Association shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be appropriate to manage the affairs of the Association from time to time. Each officer shall hold office until the meeting of the Board following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these Bylaws.

6.2 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.3 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these Bylaws for the regular election or appointment of such office.

6.4 The President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

6.5 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.6 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an Association, and as may be required by the directors or the president.

6.7 The Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He shall submit a Treasurer's Report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all Assessments and shall report to the Board the status of collections as requested.

6.8 Compensation. The officers shall not be entitled to compensation unless the Board specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the Board from employing a director or an officer as an employee of the Association and compensating such employee, nor shall they preclude the Association from contracting with a director for the management of property subject to the jurisdiction of the Association, or for the provision of services to the Association, and in either such event to pay such director a reasonable fee for such management or provision of services.

7. FINANCES AND ASSESSMENTS.

7.1 Assessment Roll. The Association shall maintain an Assessment roll for each Lot, designating the name and current mailing address of the Owner, the amount of each Assessment against such Owner, the dates and amounts in which the Assessments come due, the amounts paid upon the account of the Owner, and the balance due.

7.2 Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the Board. Fidelity bonds as required by the Declaration shall be required of all signatories on any account of the Association.

7.3 Depositing of Payments. All sums collected by the Association from Assessments may be deposited in a single fund or divided into more than one fund, as determined by the Board.

7.4 Accounting Records and Reports. The Association shall maintain accounting records according to good accounting practices. The records shall be open to inspection by Owners and Institutional Lenders or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the Assessment roll of the members referred to above. The Board may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the Association by a certified public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same

is completed.

7.5 Reserves. The budget of the Association shall provide for a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and those other portions of the Property which the Association is obligated to maintain.

8. PARLIAMENTARY RULES.

8.1 Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with any Declaration, the Articles or these Bylaws.

9. AMENDMENTS.

Except as otherwise provided, these Bylaws may be amended in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 Initiation. A resolution to amend these Bylaws may be proposed either by any director, or by or at the direction of 25% percent or more of the members of the Association.

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than a majority of the votes of the entire membership of the Association.

9.3.2 Notwithstanding the foregoing, these Bylaws may be amended solely by the Board, upon the unanimous vote of the directors and without the vote or approval of the members, if the purpose of such amendment is solely to conform these Bylaws to the provisions of any applicable statute of the State of Florida, including any amendment to any statute hereafter adopted.

9.3.3 Notwithstanding anything contained herein to the contrary, so long as the Developer is entitled to appoint a majority of the directors, the Developer shall have the right to unilaterally amend these Bylaws without the joinder or approval of the Board or any member, and so long as the Developer owns and Lot, no amendment to these Bylaws shall be effective without the written approval of the Developer.

9.4 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record Owners of mortgages upon the Lots. No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots, no amendment shall make any changes which would in any way affect any of the rights,

privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors.

9.5 No amendment to these Bylaws shall be made which discriminates against any Owner(s), or affects less than all of the Owners without the written approval of all of the Owners so discriminated against or affected.

9.6 Execution and Recording. No modification of, or amendment to, the Bylaws shall be valid until recorded in the public records of the county in which the Property is located.

9.7 FHA or VA Approval. Any amendment made by Developer and any amendment made by the members prior to the completion of 75% of the Units that may be constructed within the Property, must be approved by the Federal Housing Administration or by the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such agency, if such amendment materially and adversely affects the Owners or materially and adversely affects the general scheme of development created by the Declaration. Such approval shall specifically not be required where the amendment is made to correct errors or omissions or is required to comply with the requirement of any Institutional Lender so that such lender will make, insure or guaranty mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Developer or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

10. MISCELLANEOUS.

10.1 Tenses and Genders. The use of any gender or of any tense in these Bylaws shall refer to all genders or to all tenses, wherever the context so requires.

10.2 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

10.3 Conflicts. In the event of any conflict, the Declaration, the Articles, and these Bylaws, shall govern, in that order.

10.4 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provisions hereof.

10.5 Waiver of Objections. The failure of the Board or any officers of the Association

to comply with any terms and provisions of the Declaration, the Articles, or these Bylaws which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the Association within ten (1) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing were adopted as the Bylaws of the Association at the First Meeting of the Board on the ____ day of _____, 199__.

PRESIDENT/SECRETARY