

# **BYLAWS**

of the

## **Washington Estates Homeowners Association, Inc.**

### **Article I General Provisions**

#### **Section 1.1 Name and Location**

The name of the Association shall be Washington Estates Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office shall be located in Lakeland, Florida.

#### **Section 1.2 Registered Office and Agent**

The Association shall have and continuously maintain a registered office and registered agent in Florida as required by Chapter 617 of the Florida Statutes.

#### **Section 1.3 Incorporation of Florida Statutes**

The Washington Estates Homeowners Association, Inc. hereby adopts and incorporates by reference all applicable Florida Statutes, including but not limited to Chapters 617 and 720 of the Florida Statutes, as they may be amended from time to time, into these Bylaws.

The following statutes are specifically noted for their relevance to the governance, operation, and regulation of this Association:

- Chapter 720, Florida Statutes - The Homeowners' Association Act, which includes provisions for the creation, operation, and regulation of homeowners' associations, dispute resolution, and the rights and responsibilities of members.
- Chapter 617, Florida Statutes - The Florida Not For Profit Corporation Act, where applicable, for the operation of the Association as a not-for-profit corporation.

#### **Section 1.4 Incorporation of Polk County, Florida land records**

The Washington Estates Homeowners Association, Inc. hereby adopts and incorporates by reference the subdivision map, Plat Book 144, Pages 23 and 24, including but not limited to the notes and legal description, into these Bylaws.

#### **Section 1.5 Amendments to Statutes**

Any amendment to the Florida Statutes referenced herein shall be automatically incorporated into these Bylaws upon the effective date of such amendment, unless the amendment is specifically rejected by a vote of the membership in accordance with the amendment procedures of these Bylaws.

#### **Section 1.6 Conflict**

In the event of any conflict between these Bylaws and the Florida Statutes, the Florida Statutes shall govern unless the Bylaws provide for stricter standards or requirements, in which case the stricter standards shall apply. Where there may be a conflict between these Bylaws and the Declaration of Covenants and/or the Articles of Incorporation, those documents will take precedent.

#### **Section 1.7 Notification of Changes**

The Board shall notify the members of any significant changes to the Florida Statutes that affect these Bylaws in a timely manner, either through written notice, email, or by posting such changes on the Association website in lieu of posting in a common area accessible to all members.

#### **Section 1.8 Compliance with Governing Documents.**

All actions taken by the Association, its Board of Directors, officers, and members shall comply with the requirements of the Florida Statutes, the Declaration, the Articles, these Bylaws, and any rules and regulations adopted by the Association.

#### **Section 1.9 Amending Bylaws**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least two days' written notice is given of intention to alter, amend, or repeal or to adopt new Bylaws at such meeting. Required notice shall state the alterations, amendments or items to repeal.

### **Section 1.10 Severability**

If any provision of these Bylaws, or the application thereof to any person or circumstance, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of these Bylaws, which shall continue in full force and effect. The invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, consistent with the intent of these Bylaws and applicable law.

## **Article II Definitions**

### **Section 2.1 Articles**

“Articles” means the Articles of Incorporation.

### **Section 2.2 Association**

“Association” shall mean Washington Estates Homeowners Association, Inc.

### **Section 2.3 Common Area**

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Members, subject to the limitations stated in the Governing Documents.

### **Section 2.4 Declaration**

“Declaration” means the Declaration of Covenants.

### **Section 2.5 Governing Documents**

“Governing Documents” means:

- The recorded Declaration of Covenants for the Association and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and
- The Articles of Incorporation and Bylaws of the Association and any duly adopted amendments thereto.

## **Section 2.6 Properties**

“Properties” means that certain real property described in the Governing Documents, recorded in the public records of Polk County, Florida.

## **Section 2.7 Lot**

“Lot” means a plot of land shown upon the Washington Estates subdivision map labeled as a Lot.

## **Section 2.8 Member**

“Member” means every person or entity who holds membership in the Association.

## **Section 2.9 Rules**

“Rules” means the Rules and Regulations of the Association.

## **Section 2.10 Voting Interest**

“Voting Interest” means the voting rights distributed to the members of the Association, pursuant to the Governing Documents.

# **Article III Membership**

## **Section 3.1 Membership**

Membership in the Association shall be as set forth in Article VI of the Articles of Incorporation.

## **Section 3.2 Voting Rights**

Each member shall have voting rights as set forth in the Articles of Incorporation and these bylaws, subject to any limitations provided by Chapter 720 and Chapter 617. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Voting rights may be suspended for non-payment of assessments or outstanding violations of the rules and regulations, after proper notice is given. Also see Section 19.4 Suspension of Voting Rights.

### **Section 3.3 Permitted Voting Methods**

Voting on Association matters shall be conducted through the following methods:

- In-person voting at duly noticed meetings.
- Written ballots distributed and returned in compliance with Florida law.
- Electronic voting in accordance with procedures established by the Board and Florida Statutes.

### **Section 3.4 Prohibition of Proxy Voting**

Proxy voting is entirely prohibited for all matters of the Association, including but not limited to the election of Directors, amendments to governing documents, special assessments, and any other business requiring member approval. No member may assign or delegate their voting rights to another individual through a proxy under any circumstances.

## **Article IV Meetings of the Members**

### **Section 4.1 Annual Meeting of the Members**

The annual meeting of the Members shall be held during the month of April at a time and place set by the Board of Directors. This meeting shall be for the purpose of electing directors and transacting other Association business.

### **Section 4.2 Special Meeting of the Members**

Special meetings of the Members may be called by the President, a majority of the Board of Directors, or upon written request of at least twenty percent of the voting interests.

### **Section 4.3 Notice of Meetings**

Notice stating the location, day, and hour of any meeting of Members shall be made available to each Member in accordance with the Florida statutes.

### **Section 4.4 Quorum**

The presence at the meeting of Members entitled to cast, thirty percent of the voting interests, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

## **Article V**

### **Meetings of the Board of Directors**

#### **Section 5.1 Regular Meetings**

Regular meetings of the Board of Directors will be held at the discretion of the Board.

#### **Section 5.2 Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The authorized persons may designate any location as the designated meeting place for any special meeting of the Board convened by them.

#### **Section 5.3 Quorum of Directors**

A majority of the number of directors shall constitute a quorum.

#### **Section 5.4 Action of the Board**

The act of the Board of Directors shall be valid if the required quorum is present at the time of a vote, unless there is an exception stated in the law. Each director has one vote, regardless of the number of Lots they own.

#### **Section 5.5 Action without a meeting**

An action that is required or permitted to be taken by the Board of Directors under these Bylaws, the Articles, or the Declaration, may be taken without a meeting, only if the action is approved in writing and a resolution is adopted authorizing the action. The written consent and resolution shall be filed with the minutes of the proceedings and the Association's records.

## **Article VI**

### **Electronic Meetings**

#### **Section 6.1 Electronic and Hybrid Meetings**

The Association may conduct meetings of the Association, including but not limited to regular meetings, special meetings, and emergency meetings, via electronic means such as video conferencing, teleconferencing, or any other communication technology that allows for simultaneous aural communication or real-time interactive communication among participants.

## **Section 6.2 Hybrid Meetings**

The Association may also opt for hybrid meetings where some members participate in person at a designated location, while others participate remotely via electronic means.

## **Section 6.3 Notice of Meetings**

- **Electronic Notice.** Notice of all meetings, whether fully electronic, in-person, or hybrid, shall be sent to members via email or other electronic means, provided the member has consented to receive notices electronically. The notice shall include clear instructions on how to participate in the meeting, including any necessary login information and/or access codes.
- **Physical Notice.** For hybrid meetings, physical notices may also be posted in common areas accessible to all residents, as required by Florida Statutes or these Bylaws.

## **Section 6.4 Quorum and Voting**

Members participating electronically shall be counted towards the quorum, provided their participation can be verified.

## **Section 6.5 Conduct of Electronic Meetings**

The Chair or designated officer shall ensure that all members have the opportunity to participate in discussions, ask questions, and vote, similar to in-person meetings. The Association shall use technology that accommodates the participation of all members, including those with disabilities, to the extent feasible.

## **Section 6.6 Record Keeping**

Meetings conducted electronically or in hybrid format shall be recorded or minutes shall be taken in the same manner as in-person meetings. Records shall include verification of attendees, whether they are participating in person or remotely.

## **Section 6.7 Technical Difficulties.**

If technical difficulties arise during a meeting, the meeting may be recessed until the issue is resolved or rescheduled if necessary.

# **Article VII**

## **Board of Directors**

### **Section 7.1 Composition**

The Association's Board of Directors shall be composed of the elected officers. The total number of directors to constitute the entire board shall be three directors.

### **Section 7.2 Election and Term of Office**

The Directors of the Association shall be elected annually by the membership at the annual meeting of the Members as stated in Article VIII of the Articles of Incorporation. In accordance with Article VIII, there are no limits on the number of successive terms or limits on the number of terms that a member can serve. Elections shall be conducted in accordance with the Florida statutes.

### **Section 7.3 General Powers**

The affairs of the Association shall be managed by its Board of Directors. All corporate powers must be exercised by or under the authority of, and the affairs of the corporation managed under the direction of, its Board of Directors, subject to any limitations set forth in the Articles of Incorporation.

The Board of Directors shall have all the powers and rights necessary to administer the Association's responsibilities and exercise its rights as set forth in these Bylaws, the Declaration, and the Articles provided that such rights and powers are not inconsistent with the provisions of the Florida statutes, and limited by the provisions of the Association's Declaration. In particular, but not limited to:

- promote the health, safety and welfare of the residents within the jurisdiction of the Association.
- levy assessments as necessary to facilitate the operation of the Association.
- provide maintenance, preservation and architectural control of the residential Lots and Common Areas within the jurisdiction of the Association.
- operate and maintain the surface water management system and comply with SWFWMD requirements for periodic inspections as required.
- manage the conduct of Association members and guests/tenants by adopting and publishing rules and regulations, and encouraging compliance through fines and/or legal action.

#### **Section 7.4 Mandatory education requirements**

Florida statutes require newly elected or appointed directors to satisfactorily complete an approved board member certification course within ninety days. In addition, board officers and directors are required to complete at least four hours of Department of Business and Professional Regulation (DBPR) approved curriculum annually.

As the statutes require, any director who does not timely file the educational certificate is suspended from the board until he or she complies with the requirement. Suspensions are automatic and do not require action by the Board. The statute allows the Board to appoint a temporary replacement if needed.

#### **Section 7.5 Board Candidate Disqualifications**

Candidates with outstanding balances, delinquent assessments, fees, or fines are not eligible for election or appointment to any Board of Directors seat or appointed committees until all these obligations are fully satisfied.

#### **Section 7.6 Board seat forfeiture**

In accordance with Florida statutes, any Board members who become delinquent and persist in their delinquency for more than ninety days will automatically forfeit their seat on the Board.

#### **Section 7.7 Compensation**

Directors shall not receive compensation for their services. However, they may be reimbursed for actual expenses incurred in the performance of their duties.

#### **Section 7.8 Resignation**

Directors may resign at any time by giving written notice to the Board of Directors. The resignation shall take effect upon receipt of said notice unless stated otherwise.

#### **Section 7.9 Recall**

Directors may be recalled pursuant to Section 720.303(10) of the Florida Statutes.

## **Article VIII Officers**

### **Section 8.1 Officers**

The officers of the Association shall be a President, Secretary, and Treasurer.

### **Section 8.2 Vacancies**

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

### **Section 8.3 President**

The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association.

### **Section 8.4 Treasurer**

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association.

### **Section 8.5 Secretary**

The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors.

## **Article IX Committees**

### **Section 9.1 Committees of Directors**

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more standing and/or ad hoc committees.

## **Article X**

### **Contracts, Checks, Deposits, and Funds**

#### **Section 10.1 Contracts**

The Board of Directors may enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

#### **Section 10.2 Checks, Drafts, etc.**

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, of the Association.

#### **Section 10.3 Methods of Payment**

The Association may allow for members to pay assessments by contracting with third party companies that allow for electronic invoicing and/or billing. Any fees will be paid by the members for the convenience of using the service. Money orders or personal checks are accepted.

## **Article XI**

### **Books and Records**

#### **Section 11.1 Records**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors.

#### **Section 11.2 Records Retention Policy**

All Association records shall be retained in accordance with 720.303(4)(a) of the Florida statutes.

## **Article XII Finances**

### **Section 12.1 Fiscal year**

The fiscal year of the Association shall begin on the first day of April and end on the last day of March of each year.

### **Section 12.2 Budget**

The Association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the current year. The Association shall provide members with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member.

## **Article XIII Miscellaneous**

### **Section 13.1 Notices**

Notices required by Florida statutes or the governing documents may be sent electronically, by mail, or posted on the Association website and/or a conspicuous location within the community.

### **Section 13.2 Obligation to provide current contact information**

It is the members responsibility to advise the Association of any changes to their contact information. Where Florida statutes require membership notification, the Association must provide written notice by U.S. Mail unless members consent to electronic notification.

### **Section 13.3 Issuance of Estoppel Certificate**

Estoppel certificates shall be issued pursuant to 720.30851 of the Florida Statutes. The Association may collect fees for issuance of Estoppel Certificates as permitted by 720.30851(8). Fees are only applicable for any Estoppel Certificate issued within ten days of request. Additional fees may apply if an expedited certificate is requested (within three days) or if the parcel in question has a delinquent amount owed. Fees will be the maximum allowed by statute.

# **Article XIV**

## **Policy Actions By Resolution**

### **Section 14.1 Authority to Adopt Resolutions**

The Board of Directors shall have the authority to adopt resolutions to implement and enforce the Association's governing documents, including the Articles of Incorporation, Bylaws, Rules and Regulations. Resolutions may be used to clarify, interpret, or supplement existing policies without amending the governing documents.

### **Section 14.2 Types of Resolutions**

- **Enforcement Resolutions:** Outline procedures for enforcing covenants, rules, and regulations.
- **Policy Resolutions:** Establish rules and regulations affecting members' rights and responsibilities.
- **Special Resolutions:** Apply to unique situations requiring specific actions or temporary rules.
- **Administrative Resolutions:** Address internal operations, procedures, and management practices.

### **Section 14.3 Procedure for Adoption**

Proposed resolutions must be presented at a duly noticed Board meeting. Resolutions require a majority vote of the Board members present at the meeting for adoption.

*\*Exception:* Administrative and Special Resolutions can be adopted by unanimous consent of Board members as referenced in Section 5.5 of these Bylaws.

Once adopted, resolutions shall be recorded in the Association's official records and made available to all members.

### **Section 14.4 Notification and Implementation**

Members shall be notified of newly adopted resolutions within fifteen days through mail, email, or by posting on the Association website. Resolutions shall take effect immediately upon adoption unless otherwise specified.

### **Section 14.5 Consistency with Governing Documents**

All resolutions must be consistent with the Association's governing documents and applicable laws. In the event of a conflict, Florida law and the governing documents shall prevail.

## **Article XV**

### **Indemnification and Hold Harmless**

#### **Section 15.1 Indemnification**

The association shall indemnify its directors, officers and agents to the fullest extent permitted by Florida law for any lawful actions taken on behalf of the Association, provided such actions were taken in good faith and within the scope of their authority.

#### **Section 15.2 Insurance**

The Washington Estates Homeowners Association shall acquire and maintain insurance coverage in accordance with Florida law and the requirements set forth in these Bylaws to protect the Association, its assets, officers and directors.

#### **Section 15.3 Liability Insurance**

The Association shall maintain comprehensive general liability insurance covering all common areas and any Association activities. This should include: Bodily injury and property damage with limits of liability not less than \$1,000,000 per occurrence.

#### **Section 15.4 Directors and Officers (D&O) liability insurance**

The Association shall maintain Directors and Officers (D&O) liability insurance to safeguard the board members and officers' personal assets from claims arising from their decisions while serving the Association.

#### **Section 15.5 Insurance or Fidelity Bond**

In accordance with Florida statute 720.3033(5), the Association must maintain insurance or a fidelity bond for all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the association" includes, but is not limited to, those authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

#### **Section 15.6 Waiver of Fidelity Bond**

If annually approved by a majority of the voting interests present at a properly called meeting of the Association, this insurance or fidelity bond requirement can be waived for all persons who control or disburse funds of the association.

### **Section 15.7 Hold Harmless**

Members and their guests agree to hold the Association harmless for any injuries, damages, or losses occurring in common areas, except where such injuries result from gross negligence or willful misconduct by the Association.

## **Article XVI Assessment and Sharing of Common Expenses**

### **Section 16.1 Assessments**

As stated in the Governing Documents, the Association has the authority to levy annual assessments and special assessments to cover the costs of maintaining the Common Areas and carrying out the functions of the Association. Each member of the Association is obligated to pay annual assessments, as determined by the Board.

### **Section 16.2 Special Assessments**

Special Assessments may be levied for specific projects or unexpected expenses.

### **Section 16.3 Allocation of Expenses**

All common expenses shall be shared among the members of the Association in accordance with their respective ownership interests or as otherwise specified herein.

### **Section 16.4 Proportional Share of Expenses**

Method of Assessment:

Each member shall be assessed expenses based on the following formula: Each lot or unit within the community shall bear an equal share of the common expenses, unless otherwise specified.

### **Section 16.5 Notification of Assessments**

The Association shall provide written notice to each member of their assessed share of common expenses. This notice will include:

- The total amount of the assessment.
- The member's specific share.
- The due date for payment.

### **Section 16.6 Payment and Delinquency**

Assessments are due on the date specified within the notification. Payments received after this date will be subject to late fees and interest as outlined in the Association's collection policy.

### **Section 16.7 Records and Reporting**

The Association shall maintain records of all assessments levied, payments received, and any delinquencies. Annual financial reports will detail how expenses have been shared among members.

## **Article XVII Collections Policy**

### **Section 17.1 Purpose of Policy**

This policy establishes the procedure for the collection of delinquent assessments and other charges, in accordance with Florida Statutes and the Governing Documents of the Washington Estates Homeowners Association, Inc. to ensure consistent and fair treatment of all homeowners and the financial stability of the Association.

### **Section 17.2 Assessments and Due Dates**

Unless otherwise stated in the Governing Documents or Board resolution, regular and special assessments or other charges will be due on the date specified within the notice of assessment provided to the members. The annual assessment is due on March 31st.

### **Section 17.3 Delinquent Payments**

Any assessment not received within thirty days of its due date is considered delinquent.

### **Section 17.4 Late fees and interest**

Delinquent assessments and installments on delinquent assessments that are not paid when due bear interest from the due date until paid, at the maximum rate allowed by law. (Currently 18%).

If a delinquent assessment payment is not received by the due date, an administrative late fee of [5% of the delinquent assessment amount or \$25, whichever is greater] will also be imposed.

**Section 17.5 Notice of Late Assessment**

Upon an assessment becoming delinquent (thirty days after the due date), the Association shall send a "Notice of Late Assessment" by first-class U.S. mail to the owner's last known address as reflected in the Association's records, and if different, to the property address. This notice will: Specify the amount due, including any late fees and interest. Members have thirty days to pay the delinquent amount without accruing legal fees and additional costs.

**Section 17.6 Referral to Association Legal Counsel**

If payment is not received within thirty days of the Notice of Delinquent Assessment, the delinquent account may be submitted to legal counsel for further action. A demand letter will be sent, informing the owner of the intent to record a claim of lien.

**Section 17.7 Claim of Lien**

If full payment is not received within forty-five days from the date of the demand letter, the Association, or its designated agent, may record a Claim of Lien in the public records of the county where the property is located. A copy of the unrecorded Claim of Lien will also be sent to the delinquent owner with a notice of intent to foreclose, providing another forty-five days to settle the debt before proceeding with foreclosure.

**Section 17.8 Foreclosure**

If the owner remains delinquent after the notice period following the Lien recording, the Association may commence foreclosure proceedings, adhering to the statutory requirements, including providing at least forty-five days' written notice via certified mail before initiating the foreclosure lawsuit.

**Section 17.9 Legal Action**

All costs, including reasonable attorney's fees, incurred by the Association in collecting delinquent assessments, including but not limited to, the costs of sending notices, recording liens, and foreclosure actions, will be added to the owner's delinquent account.

**Section 17.10 Communication**

All communications regarding delinquent assessments will be documented and kept in the Association's records. Owners are encouraged to communicate in writing with the Association or its designated agent regarding payment issues or to request and/or negotiate payment plans.

**Section 17.11 Waiver of Fees**

The Board may, in its sole discretion waive late fees, interest, or other charges if warranted by exceptional circumstances.

### **Section 17.12 Payment Plans**

Provided the owner has not defaulted on a prior payment plan within the last twenty-four months, the Board may approve reasonable payment plans for property owners facing financial hardship. Requests for payment plans must be submitted in writing. Approval of such plans are at the sole discretion of the Board and must be documented in writing.

### **Section 17.13 Application of Payments**

Payments received will be applied in the following order unless otherwise required by law:

- Interest and Late Fees;
- Attorney Fees and Costs;
- Past Due Assessments;
- Current Assessments.

### **Section 17.14 Compliance with Law**

This policy is subject to and shall comply with all applicable laws, including but not limited to Florida Statutes chapters 713, 720, and any amendments thereto.

### **Section 17.15 Review and Amendment**

This policy may be reviewed and amended by the Board of Directors as needed, in accordance with the Association's Governing Documents and Florida law.

## **Article XVIII Rules and Regulations**

### **Section 18.1 Rules and Regulations**

The Board may adopt additional rules and regulations, consistent with the Declaration, the Articles, and these Bylaws, to govern the operation of the Association.

# **Article XIX**

## **Levy of Fines and Suspension of Use Rights**

### **Section 19.1 Imposition of Fines**

The Association may levy reasonable fines for violations of the Declaration, Bylaws, or reasonable rules of the Association. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or the rules of the Association unless otherwise provided in the Governing Documents.

A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the Governing Documents. A fine of less than \$1,000 may not become a lien against a parcel.

### **Section 19.2 Hearing and Notice**

A fine or suspension levied by the Board of Directors may not be imposed unless the Board first provides at least fourteen days' written notice of the parcel owner's right to a hearing to the parcel owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, to any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended.

Such hearing must be held within ninety days after issuance of the notice before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The committee may hold the hearing by telephone or other electronic means.

The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means.

The committee's sole responsibility is to approve or reject the fine levied by the Board by a majority vote. If the committee fails to approve a proposed fine or suspension, it cannot be imposed.

### **Section 19.3 Enforcement and Collection of Fines**

If a violation has been cured before the hearing or in the manner specified in the written notice provided, a fine or suspension may not be imposed.

Within seven days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.

If a violation is not cured and the proposed fine or suspension levied by the board is approved by the committee by a majority vote, the committee must set a date by which the fine must be paid, which date must be at least thirty days after delivery of the written notice required in the first paragraph of Section 19.3.

Refer to Florida statute Section 720.305 for the appropriate timing of the notice mandated for this purpose, as well as all other notices specified in this section.

If a violation and the proposed fine or suspension levied by the board is approved by the committee and the violation is not cured or the fine is not paid per the written notice required in the first paragraph of Section 19.3, the matter may be referred to Association legal counsel and reasonable attorney fees and costs may be assessed.

#### **Section 19.4 Suspension of Voting Rights**

If the member is more than ninety days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the voting rights of the member, until the fee, fine, or other monetary obligation is paid in full.

All suspensions imposed under this section must be approved at a properly noticed board meeting. Upon approval, the board must send written notice to the parcel owner by mail or hand delivery to the parcel owner's designated mailing or e-mail address in the association's official records.

A voting interest or consent right allocated to a parcel or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action pursuant to the governing documents.

The notice and hearing requirements under Section 19.3 do not apply to a suspension imposed under this section. The suspension ends upon full payment of all obligations currently due or overdue to the association.

# **Article XX**

## **Hurricane Standards**

### **Section 20.1 Purpose and Scope**

This section outlines the requirements and guidelines for hurricane preparedness, mitigation, and recovery to ensure the safety and security of the community and compliance with applicable Florida laws and building codes.

### **Section 20.2 Conformance with FBC**

It is the responsibility of the individual homeowners to maintain their properties in compliance with any applicable hurricane-resistant construction standards, including the installation and maintenance of impact-resistant windows, doors, or shutters where required by local ordinances. Any modifications which are to be made shall conform with applicable Florida Building Codes.

### **Section 20.3 Outdoor Preparation**

Before a hurricane or tropical storm warning is issued, homeowners should secure or remove outdoor furniture, planters, and other items that could become projectiles.

### **Section 20.4 Hurricane-Resistant Modifications**

Hurricane shutters, storm panels, and other protective installations should include materials, colors, and installation details that harmonize with the community's aesthetics.

Roof systems that comply with the Florida Building Code and meet ASCE 7-22 standards must also comply with the Association Governing Documents specifically, color of roofing surface.

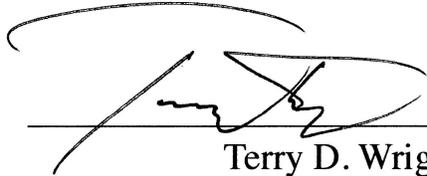
Temporary storm panels installed over windows and/or doors are not considered "exterior finish" and, therefore, are not subject to the color or wall surface requirements outlined in the Governing Documents. Temporary storm panels should be removed as soon as practicable.

### **Section 20.5 Post-Storm Assessment and Repairs**

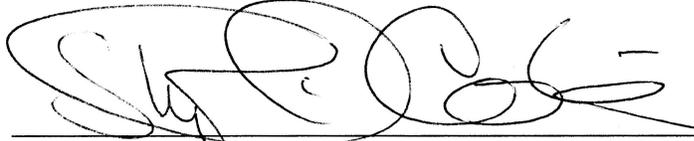
Following a hurricane, the Association will conduct inspections of common areas, coordinate repairs, and communicate recovery plans to members.

## Adoption of Bylaws

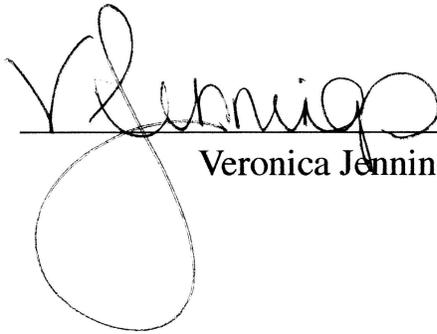
This is to certify that the above Bylaws were adopted by the Board of Directors at a meeting on: *February, 20, 2025*



Terry D. Wright, President



Stephanie Colon, Secretary



Veronica Jennings, Treasurer