

LAKE of the WOODS

Lake of the Woods Homeowners Association, Inc.

By-Laws

Revised June, 2011

THESE BY-LAWS SUPERSEDE ANY PREVIOUS BY-LAWS
PUBLISHED BY LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

MARVANE MORSE, CLERK OF CIRCUIT COURT
SEMIWOLE COUNTY
BK 07589 Pgs 1745 - 1750 (15pgs)
CLERK'S # 2011066150
RECORDED 06/29/2011 01:02:01 PM
RECORDING FEES 137.50
RECORDED BY T Smith

RESTATED BY-LAWS
OF
LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.
June 2011

ARTICLE I

Name and Location

The name of the corporation is LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association". The principal office of the Association shall be located at 300 Carolwood Point, Fern Park, Florida, 32730.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Easements, Covenants, Conditions and Restrictions Regarding LAKE OF THE WOODS, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, together with all improvements thereon.

Section 5. "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding any other party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Easements, Covenants, Conditions, and Restrictions Regarding LAKE OF THE WOODS and applicable to the Properties recorded in the Public Records of Seminole County, Florida, and all amendments thereto now or hereafter recorded in said records.

Section 7. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot, except that a contract seller may assign his membership and

voting rights to his vendee in possession.

ARTICLE III

Membership and Voting Rights

The Association shall have one class of voting membership. Members shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to vote at such meeting.

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings. An Annual Meeting shall be held in the month of March. Each subsequent regular annual meeting of the members shall be held during the same month thereafter, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary. All notices shall specify the place, day, and hour of the meeting, and, in the case of special meetings, the purpose thereof.

(a) Notice of any meeting called for the purpose of taking any actions authorized under Section 3 or 4 of Article V of the Declaration (extraordinary increase of the annual assessment or imposition of special assessments) shall be given to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting by mail and by inclusion in the monthly newsletter addressed to each member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

(b) Unless otherwise expressly required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each member; and, unless a member has requested the Secretary in writing that notice be given such member by mail and furnished the Secretary with the address to which such notice is to be mailed, any notice required by these By-Laws, the Declaration, or the Articles of Incorporation of this Association may, in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the members personally. Delivery of notice pursuant to this subparagraph to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence, in person or by proxy, at the meeting of members entitled to cast one-fifth (1/5) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting and a posted notice at the Association property, until a quorum shall be present or be represented.

Section 5: Proxies.

(a) Homeowners may vote by limited proxy. Limited proxies may be used to establish a quorum, to amend the Articles of Incorporation or By-Laws, election of Board of Directors, or for any other matter that requires or permits a vote of the homeowners.

(b) Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it.

Section 6: Determination of Membership. For the purpose of determining the persons entitled to notice under any provision of these By-Laws, the Articles of Incorporation of this Association, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall be not more than thirty (30) days prior to the date of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30th) consecutive calendar day prior to the date of such meeting.

Section 7. Voting for Board of Directors For election of members of the Board of Directors, homeowners shall vote in person at the annual meeting of the homeowners, or by proxy, or by an Absentee Ballot that the homeowner casts prior to the annual meeting by proxy.

ARTICLE V

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors who shall be members of the Association.

Section 2. Term of Office. The term of office of an elected director shall be three (3) years, except as provided in Section 3 of this Article. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or is otherwise disqualified to serve.

Section 3. Vacancies

(a) Any director may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make the resignation effective

Any vacancy occurring on the board as a result of death or resignation before the expiration of the term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the governing documents. The board member appointed or elected under this section is appointed for the unexpired term of the seat being filled.

(b) Any vacancy occurring on the board as a result of removal or recall is governed by FL Statute 720.303(10).

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI

Nomination and Election of Directors

Section 1. Nomination: A Nominating Committee of not less than three (3) members, one of whom shall be a member of the Board of Directors, shall be appointed by the Board of Directors ninety (90) days prior to the Annual Meeting of the members. The Chairman shall be selected by the Committee members.

The committee shall make as many nominations of candidates for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations are not to be made from members of the committee.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at

such place and hour as may be fixed from time to time by resolution of the Board, with written notice of the meeting posted conspicuously on Association property at least 48 hours in advance. Attendance can be satisfied by physical attendance or by electronic means, e.g., telephone, teleconference, computer or other electronic media. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and meetings of this Board held for the purpose of discussing personnel matters.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by any two directors, after not less than three (3) days notice to each director. Such notice may be waived in writing at any time before the meeting. As soon as the time, place and date of the special meeting is determined, immediate notice of the meeting will be conspicuously posted on the Association property.

If 20 percent of the total voting interests petition the board to address an item of business, the board shall, at its next regular meeting, or a specially called meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on the agenda.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board of Directors may be attended by members of the Association and residents of LAKE OF THE WOODS. Unless otherwise invited by the Board, any member upon seven (7) days advance written notice will be recorded on the agenda for any meeting so that he/she may speak on any subject germane to the operation of the Association for at least 3 minutes. A member who wishes to speak on a matter before the Board will be recognized within time limits established by the Presiding Officer.

Section 5. Minutes of Meetings. Minutes of all meetings shall be kept and made available for review by the members. Unapproved minutes will be available within fifteen (15) days following a meeting. Approved minutes will be available within ten (10) days after approval.

Section 6. Recording of Votes. Each Director's vote or abstention from voting with respect to each matter voted upon for each director present at a Board meeting shall be recorded in the minutes.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend for a reasonable period of time, the right of a member or a member's tenants, guests, or both, to use the recreational facilities and other common areas may levy reasonable fines against one or

more of the same, subject to the following:

1. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing 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. If the committee, by a majority vote does not approve a proposed fine or suspension, it may not be imposed.

2. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member or tenants because of the failure of the member or tenants to pay assessments or other charges when due if such action is authorized by the governing documents or Florida Law.

3. Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

4. The Association may suspend the voting rights of a member for the nonpayment of assessments that are delinquent in excess of ninety (90) days.

5. Fines imposed by the Association against any member or any tenant may amount up to \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. A fine shall not become a lien against a parcel. If the Association imposes a fine, the Association must provide written notice of such fine or suspension by mail or hand deliver to the parcel owner, and, if applicable, to any tenant, licensee, or guest.

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall have three (3) consecutive unexcused absences from regular meetings of the Board of Directors.

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) No director may be a voting member of a standing or ad hoc committee.

Section 2. Duties. It shall be the duty of Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers of this Association to see that their duties are properly performed;

(c) levy late charges on delinquent assessments in addition to any interest or other charges which may be due as a result of such delinquencies, and establish and impose fines and penalties for violations of the Association's Rules and Regulations.

(d) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. "Annual Assessment Period" shall mean the period beginning April 1st of each year and ending the following March 31st. The annual assessment is divided by twelve (12) to determine the amount due each month.

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) enforce collection of all assessments owned the Association which are not paid within ninety (90) days after the due date thereof by foreclosure, suit, or such other lawful procedure as the Board deems in the best interest of the Association.

(e) issue, or to cause an appropriate officer to issue, upon demand by any person who has a legitimate claim upon the property, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessment on a Lot shall bind the Association as of the date of its issuance;

(f) procure and maintain adequate liability and hazard insurance on property owned by the Association

(g) cause all persons or entities employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including officers and directors of the Association, to be bonded with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(h) cause the Common Area to be maintained as provided in Article IV, Rights & Obligations of the Association, pages 17 through 23, of the Covenants, Conditions & Restrictions Regarding LAKE OF THE WOODS;

(i) cause the exterior of the dwellings to be maintained as provided in Article IV, Rights & Obligations of the Association, pages 17 through 23, of the Covenants, Conditions & Restrictions Regarding LAKE OF THE WOODS;

(j) cause an annual audit of this Association's financial records to be made by a certified public accountant at the completion of each fiscal year; cause the Manager to prepare an annual budget and statement of income, expenditures and reserves to be presented to the membership at its regular annual meeting; provide for reserving funds from each year's

assessment for the following:

- (1) A Capital Assets Fund, which shall be considered capital contributions to the Association for expenditures to be made for:
 - a. replacement of property installed by the developer as part of the common area and
 - b. acquisition of personal property needed to maintain common areas. This fund will be segregated from other funds of the Association.
 - (2) an Agency Fund for replacement of homeowners' roofs. The Association has responsibility for replacing these roofs even though it has no ownership in them. It will be the responsibility of the Board to allocate a minimum of 15% of the monthly assessments to the Agency Fund on a yearly basis. Such money to be deposited monthly. This fund will be segregated from any other funds and will be held in a fiduciary capacity.
- (k) otherwise manage the affairs of the Association.

ARTICLE IX

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The four enumerated officers shall be chosen from the duly elected members of the Board.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold offices for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer

appointed to such vacancy shall serve for the remainder of the term of the officer he replaces, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except:

- (a) special offices created pursuant to Section 4 of this Article may be combined with any other office; and
- (b) any officer also may serve as a director.

Section 8. Duties. The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, other written instruments and promissory notes; supervise all officers, agents and employees of this Association for the purpose of seeing that their duties are properly performed; and exercise and discharge such other duties as may be required of him by the Board.
- (b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and exercise and discharge such other duties as may be required of him by the Board. The secretary shall be responsible for ensuring that decisions made by the Board of Directors are duly documented and included in all applicable HOA documents.
- (d) **Treasurer.** The Treasurer shall cause the receipt of and deposit in insured fiduciary accounts of all moneys of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all promissory notes of the Association, cause the proper books of account to be kept and present a statement of income and expenditures and balance sheet to the membership at its regular annual meeting; and deliver a copy to or make available a copy for review by any member; and exercise and discharge such other duties as may be required by the Board. The Finance Committee shall be responsible for the budget.

ARTICLE X

Committees

Section 1. Architectural Control Committee. The Board of Directors shall constitute the Architectural Control Committee provided for in the Declaration.

Section 2. Other Committees.

(a) The Board shall appoint the following Standing Committees and provide a charter for each of them which shall be available for inspection at the offices of the Association:

(1) A Steering Committee

(2) A Building and Grounds Committee

(3) A Finance Committee, that is responsible for the Annual Budget and other financial matters.

(4) An Audit Committee, composed of member(s) of the Board of Directors who are not officers, and one or more members of the Association who are not members of the Board. This committee will be responsible for reviewing and verifying bank statements, vendor payments, payroll checks and randomly reconciling purchase orders to payments made. The Committee will also consult with Finance Committee and Treasurer regarding development and maintenance of budget and appropriate controls, and be included in the year end CPA formal audit results summary meeting.

(b) The Board shall appoint a Nominating Committee in accordance with Article VI, Section 1.

(c) The Board of Directors shall appoint other committees deemed appropriate in carrying out its purpose, e.g. Social, Sunshine and Newsletter.

ARTICLE XI

Books and Records

Section 1. Availability. The books, records, and papers of the Association as defined as official records in Section 2 shall be maintained within the state and shall be open to inspection and available for photocopying by members or their authorized agents at reasonable business hours within 10 business days after receipt of a written request sent certified mail, return receipt requested. The Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association shall be available upon request for inspection by any member at the principal office of the Association. Copies of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and individual page copies may be purchased at a reasonable cost as established by the Board of Directors.

Section 2. Official Records of the Association: The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

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

(b) A copy of the By-Laws of the Association and of each amendment thereto.

(c) copy of the Articles of Incorporation of the Association and of each amendment thereto.

- (d) A copy of the Declaration of Covenants and a copy of each amendment thereto.
- (e) A copy of the current Rules and Regulations of the Association.
- (f) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least 7 years.
- (g) A current roster of all members and their mailing addresses and parcel identifications.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 - (3) All tax returns, financial statements, and financial reports of the Association.
 - (4) Any other records that identify, measure, record, or communicate financial information.
- (k) A copy of the disclosure summary described in S720.401 (1)
- (l) Any other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 3. Requests for Information The association or its authorized agent is not required to provide a prospective purchaser or lien holder with information about the residential subdivision or the Association other than information or documents required by this article to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lien holder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lien holder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response .

ARTICLE XII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of six percent (6%) per annum and may charge an Administrative Fee of \$25 per month. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosure or waiving the lien securing the same.

If the lot is occupied by a tenant and the lot owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all monetary obligations related to the lot. The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy in the lot. A tenant who acts in good faith in response to a written demand from the Association is immune from any claim from the lot owner.

ARTICLE XIII

Indemnification

The Association shall indemnify any officer, director or employee of the Association, or any former officer, director or employee of the Association, to the full extent permitted by and as set forth in the Florida General Corporation Act.

ARTICLE XIV

Rights of Owners to Peaceably Assemble

Section 1. All common areas and recreational facilities serving the Association shall be available to members, tenants and their guests and for use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

Section 2. Any owner prevented from exercising rights guaranteed by section 1 may bring an action in the appropriate court of the county in which the alleged infringement occurred, and, upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowner's association document or rule that operates to deprive the owner of such rights.

ARTICLE XV

Failure to Fill Vacancies on the Board of Directors

If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the bylaws, any member may give notice of the member's intent to apply to the circuit court within whose jurisdiction the Association lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the circuit court, the member shall mail to the association and post, in a conspicuous place on the property of the community served by the homeowners 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 owner may proceed with the petition. If a receiver is appointed, the homeowners association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Homeowners Association fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE XVI

Disclosure

A prospective purchaser of real property to which membership in a residential homeowners association is a prerequisite to ownership must, before execution of the contract for sale, be given a full description of any recreational or other facilities which are available for use by the property owners and a statement of any charges for the use of those facilities. The disclosure must be supplied by the seller.

ARTICLE XVII

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "LAKE OF THE WOODS HOMEOWNERS ASSOCIATION INC." and "CORPORATION NOT FOR PROFIT 1975", an impression of said seal appearing at the end of the By-Laws document.

ARTICLE XVIII

Amendments

Section 1. These By-Laws may be altered or rescinded by a majority vote of a quorum of members present or by proxy at any regular or special meeting of the membership duly called and convened provided written notice has been given to the membership of the proposed amendment at least thirty (30) days prior to the regular or special meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIX

Miscellaneous

The fiscal year of the Association shall begin on the first day of January of every year.

ARTICLE XX

Access For Handicapped

All public buildings owned by the Association will meet the regulations of the County, State and Federal laws relative to access for the handicapped.

ARTICLE XXI

Parliamentary Procedure

When appropriate, "Roberts' Rules" shall be used as a guide on matters of rules of procedure, which are not specifically covered by the By-Laws.

ARTICLE XXII

Severability

Invalidation of any one of these By-Laws by judgment, court order or legislative action shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XXIII

Resident Compensation

No Homeowner or Resident of LAKE OF THE WOODS shall be compensated for any service performed for the Association.

END

CERTIFICATE

I hereby certify that the foregoing, consisting of fifteen (15) pages, constitutes the current By-Laws of **LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.** established Pursuant to The Restated Declaration of Easements, Covenants, Conditions and Restrictions Regarding Lake of the Woods as recorded in O.R. Book 1048 at Page 1564 et seq., Public Records of Seminole County, Florida and as subsequently amended.

Dated at Fern Park, Florida the ___ day of _____, 20__.

Secretary

Lake of the Woods Homeowners Association, Inc.

300 Carolwood Point

Fern Park, FL 32730

STATE OF FLORIDA

COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared (name), Secretary of Lake of the Woods Homeowners Association, Inc. and he acknowledged before me that he executed the foregoing document. He is personally known to me as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 10 day of June, 2011.



This instrument prepared by:

Name, Secretary

Lake of the Woods Homeowners Association, Inc.

300 Carolwood Point

Fern Park, FL 32730

Name of Manager

NOTARY PUBLIC

My Commission Expires:



