

ASHTON LAKES HOMEOWNERS' ASSOCIATION, INC. BYLAWS

ARTICLE I

NAME AND LOCATION

- 1.1 The name of the association is the 'ASHTON LAKES HOMEOWNERS ASSOCIATION, INC., hereafter called 'Association'.
- 1.2 The location of the Association is the Ashton Lakes community in Port Orange, Florida.

ARTICLE II

PURPOSE

The Association is a non-profit corporation formed to provide management, maintenance, preservation and architectural control of the member properties, and of the common areas, within Aston Lakes as defined and described in the Declaration of Covenants (Covenants) & Articles of Incorporation (Articles). Specific purposes include:

- 2.1 To protect the property rights of the Homeowners.
- 2.2 To promote the health, safety and enjoyment of the Homeowners and residents.
- 2.3 To exercise all of the powers and privileges, and to perform all of the duties, and obligations of the community as prescribed by the Covenants, Articles, and Bylaws and as are applicable under the laws of the State of Florida and of Volusia County.
- 2.4 To levy and collect, by any lawful means, assessments, fines and other charges, as established by the Association, for the maintenance of Ashton Lakes, and for the enforcement of the mandates listed in II, 2.3 above.

ARTICLE III

DEFINITIONS

As used in the Bylaws, and in Association documents, the following terms are defined:

- 3.1 Architectural Control Committee (ACC): (also called Architectural Review Committee): a committee originally named by the Developers for the purpose of reviewing and approving, or denying, changes to the properties of the homeowners. These include buildings, repairs, painting and other areas which may affect the community's ambiance and property values. Per the Covenants, the Committee is made up of three (3) members.
- 3.2 Articles of Incorporation: (Articles): A set of regulations created by the Developer to provide

structure to the obligations and responsibilities of the Association. Copies of this document is available to the property owners.

- 3.3 Assessment: Refers to the sum payable to the Association by the Homeowners for the maintenance and operation of the community. Assessments may refer to the Annual assessment or to a Special Assessment.
- 3.4 Association: Is the term used for the Ashton Lakes Homeowners Association. It is further defined within these Bylaws, the Covenants, and the Articles.
- 3.5 Board of Directors: (Board or BOD) is the term used for the governing body of the Association. The Board is comprised of between three (3) and seven (7) homeowners and operate under the Covenants, Articles, Bylaws and Florida Statutes - Chapter 720.
- 3.6 Common Area: Is the physical property owned and deeded to the Association and is directly under the control of the Association.
- 3.7 Community: Is the real property subject to rules and regulations of the Association but is not owned by the Association but by the homeowners.
- 3.8 Declaration of Covenants (Covenants): Refers to the recorded document, drawn up by the developer, James and James Development, Inc., which provides regulations by which the Association must operate. Copies of this document are available to all property owners.
- 3.9 Fiscal Year: For this Association this is the year commencing from January 1st through December 31st of each calendar year.
- 3.10 Governing Documents: Are all documents which control the method of the Association's operation and maintenance of the community. They are comprised of the Declaration of Covenants; the Articles of Incorporation; the Bylaws, and rules and regulations properly enacted by the Board. Sections of the Florida Statutes also apply to the Association.
- 3.11 Member In Good Standing: Refers to property owners who have satisfied all financial obligations of the Association. A member in arrears over ninety (90) days is not in good standing.
- 3.12 Membership: Residents and non-residents of Ashton Lakes Community who are the owner-of-record of a parcel of property within the community. However, in terms of voting (elections, petitions, membership issues, recalls, etc.), each parcel of property is allowed one (1) vote.
- 3.13 Proxy: Is a written instrument signed and dated by a homeowner that allows another resident of the community to speak and/or vote in the absence of that Homeowner at regular or special meetings of the Membership or at a meeting of the Board.
- 3.14 Proper Notice: Is the determined method of notifying the Membership of a meeting of the Board or of the General Membership. It also refers to notification to members of Committee meetings. Proper Notice is usually a minimum of forty-eight (48) hours notice.
- 3.15 Quorum: Is defined as: for a Board meeting a majority of Directors currently on the Board. For a Membership meeting it shall be considered 30% of the property owners (maximum of one (1) per

household) present in person or by proxy. Business cannot be carried on without a quorum, with the exception of an "adjourned meeting". See 3.16 below.

3.16 A Quorum for an Adjourned Meeting of the Membership may be accomplished when a quorum for a meeting is not reached, and the meeting is therefore adjourned to another day so that a quorum can be reached. That meeting must be held within forty-five (45) days of the original meeting. Any business transacted at either meeting will be null should a quorum not be attained.

ARTICLE IV

MEMBERSHIP and MEMBERSHIP MEETINGS

- 4.1 All members of the Association shall be the property owners of record within Ashton Lakes.
- 4.2 The Association shall hold an Annual Meeting of its members. Such meeting shall be held in January at a time and location as designated by the Board.
- 4.3 Special meetings of the membership may be held if called for by the majority of the Board or by petition of 25% of the current members.
- 4.4 All members have the right to attend any Annual, or Special, meeting of the membership of the Association. But, only members in good standing have the right to vote or to become a member of the Board. Each member eligible to vote will have one vote per parcel of property owned in the Community.
- 4.5 All members may also attend any meeting of the Board of Directors. Members are allowed to speak at a Board meeting, but only when recognized, and then no longer than three (3) minutes in continuous duration.
- 4.6 Attending members shall sign-in prior to the start of any meeting whereby the Secretary will confirm the eligibility of that person to attend and vote during the meeting. Members may also sign up to address a particular topic. By doing so that member shall be guaranteed a time to speak on his/her chosen topic.
- 4.7 Meetings shall be conducted in an orderly and business-like fashion. Should a member conduct him/herself in a manner detrimental to the carrying on of such meeting, the President may have the member expelled from the meeting by reasonable means.
- 4.8 Notice of Membership meetings shall be mailed, delivered or electronically transmitted (with the members written consent), at his/her last known address as it appears on the books of the Association. Notice shall be given not less than fourteen (14) nor more than thirty (30) days prior to the date of said meeting. The notice shall provide the date, time and place of the upcoming meeting. For Special Membership Meetings, the notice shall also include the specific agenda items for which the meeting is called.
- 4.9 For all membership meetings, notice shall also be displayed on a sign or a community bulletin board containing the date, time and location of the meeting, as well as agenda for the meeting. The notice shall be placed at a conspicuous location where all members will be able to read it as they enter or depart from the community. Notices shall be so posted at least fourteen (14) days

prior to the meeting. This does not preclude the Board, by exception, from adding additional agenda items to be taken up at a regular meeting. The agenda for a special meetings, however, shall not be altered, once posted and/or mailed out.

- 4.10 The order of business for membership meetings shall be determined by the Board.
- 4.11 Minutes of meetings shall be recorded in writing and retained by the Secretary and made available for inspection by any Member of the Association at reasonable times. By Board agreement, the Management Agent may likewise record and retain the minutes.
- 4.12 Adjournment Meetings may be held by a majority vote of the membership present at the initial meeting. However, notice shall be as listed in 4.8 above, with the exception that adjournment meetings must be held within forty-five (45) days after the initial meeting. An accurate count of qualified voters must be made and recorded in the minutes of each meeting.

ARTICLE V

VOTING BY MEMBERS

- 5.1 Members shall be entitled to one (1) vote per household per parcel of land owned in the community. Decisions shall be determined by a majority vote of those in attendance, either in person or by proxy, at a meeting where a quorum has been established. Proxies must be presented to the Secretary prior to the start of the meeting.
- 5.2 Any member who is delinquent in the payment of the regular or a special assessment by more than ninety (90) days shall not be eligible to vote.

ARTICLE VI

BOARD OF DIRECTORS – ELECTIONS

- 6.1 The affairs and property of the Corporation shall be managed and governed by the Board of Directors (Board), made up of five (5) members. A vacancy on the Board will not prevent the Board from carrying on business as usual.
- 6.2 The Board shall be elected by the Membership at the annual Membership meeting held in January of each year. Their term of office will run from the meeting of the election in January until the next election meeting a year later. Election shall be by a plurality of the votes of members present or represented by proxy.
- 6.3 Members may self-nominate or may be nominated from the floor during the membership meeting. Candidates who, prior to the election meeting, have indicated in writing of their desire to serve on the Board, shall provide personal information to the Board Agent, which will be distributed to the membership alone with the notices of the meeting.
- 6.4 Candidates for Board positions not present at the meeting in which Directors are elected shall not be considered unless said candidate has indicated, prior to that meeting, that he/she will accept election to the Board, if elected.

- 6.5 Should a Board vacancy occur between elections, the Board by majority vote shall appoint a replacement who will serve until the following regular election.
- 6.6 Board members may be removed from office, for cause, by a unanimous vote of the remaining Directors or by a majority vote of the Membership at a meeting in which a quorum is present and by recall petition.

ARTICLE VII

BOARD OF DIRECTORS – MEETINGS

- 7.1 Regular meetings of the Board shall be held at such place and time as determined by the majority of the Board. Special meetings of the Board may be called at the discretion of the President or on the written request of three (3) Board members. All Board members shall be notified of the time, date and place of each meeting at least seven (7) days prior to such meeting except in the case of an emergency.
- 7.2 Notice of each regular or special Board meeting shall be displayed on the community bulletin board containing the date, time and location of the meeting, as well as the agenda for the meeting. The notice shall be placed where all members will be able to read it as they enter or depart from the community. Notices shall be so posted at least fourteen (14) days prior to the meeting. This does not preclude the Board, but only by exception, from adding additional agenda items to be taken up at the regular meetings. However, the agenda for Special meetings shall not be altered once notice is posted.
- 7.3 The Board will determine the Annual and Special assessments to be levied on the membership. However, in cases where the following may be considered: a) an increase in the regular assessment; b) the levying of a special assessment; or c) the acceptance of a budget; the Membership shall be given written notice by either U.S. Mail, hand delivery to the owner's home, or electronically transmittal (should the member so agree), at least fourteen (14) days prior to said meeting, or as provided notice as outlined in 7.2 above.
- 7.4 Any Board motion that has the effect of becoming a rule or regulation for the community, shall be maintained in a separate document which shall be available to any member who may request to view or copy it. This document shall be considered the "Rules and Regulations" for the Ashton Lakes Association.

ARTICLE VIII

BOARD OF DIRECTORS – DUTIES

- 8.1 The Officers shall be the President, Vice President(s), Treasurer and Secretary, although the Treasurer and Secretary may be combined as determined by the Board. Board members shall serve without pay from the Association. The Board is responsible for electing Directors to the various named Offices. Board vacancies shall be filled by the Board.
- 8.2 Subject to the mandates and restrictions provided for in the Covenants, the Articles, the Florida Statues, and these By-Laws, the Board shall have the duty to:
 - 8.2.1. Assess and collect, by whatever legal means necessary, assessments owed the Association.

- 8.2.2. Make and enforce rules and regulations as they pertain to the common area.
- 8.2.3. Exercise all powers, duties and authority vested in this Association, except those specifically reserved to the membership.
- 8.2.4. Present to the membership, on a quarterly basis, a written summary of the financial condition of the Association.
- 8.2.5. Prepare for Membership discussion: an annual budget; any proposed modification to the Covenants, Articles or By-Laws; and any change in the annual assessments; or a special assessment. These shall be presented to the General Membership meeting at least fourteen (14) days prior to enactment.
- 8.2.6. Contract for goods and services on behalf of the Association.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Officers of the Board of Directors shall be elected by the majority of the Board present in the first meeting of the newly elected Board. Election shall be by majority vote of those present. Their duties include, but are not limited to:

9.1 **PRESIDENT.**

- 9.1.1 The President shall preside over all Board and Membership meetings.
- 9.1.2 He/she shall direct other Board members in the duties of their office.
- 9.1.3 With approval of the Board, he/she shall appoint all committees, other than the ACC, unless otherwise stated herein.
- 9.1.4 With approval of the Board, shall determine and implement the method of enforcement in collecting past due assessments.
- 9.1.5 Be a signatory to all contracts entered into by the Association.
- 9.1.6 Be a signatory, along with the Treasurer to all checks on behalf of the Association.
- 9.1.7 With the approval of the Board, shall procure and maintain adequate insurance policies for the common areas and the personal property of the Association, its officers and committee members in their duties on behalf of the Association.
- 9.1.8 In cases of an emergency or as a convenience, the President shall have a maximum allocation of \$250 per month that may be used for legitimate expenditures for the community. Approval of such expenditures shall be considered at the next meeting of the Board.

9.2 **VICE PRESIDENT.**

- 9.2.1 The Vice President shall chair meetings in the absence of the President. He/she shall perform other duties as determined by the President.
- 9.2.2 Should the absence of the President last over seven (7) days, the Vice President shall assume all of the normal duties and powers of the President.

9.3 SECRETARY.

The Secretary shall record and maintain the minutes of all Board and Membership meetings. He/she shall maintain the Seal of the Association and affix same when required or when directed by the Board. He/she shall maintain, in good order, all documents of the Association and shall provide access to said documents to any member upon request. He/she shall allow for the member to copy, at the member's expense, any such documents. By agreement of the Board, the above duties may be assigned to the Management Agent.

- 9.3.1 Board members, being the governing body of the Association, shall be provided a copy of all documents of the Association including but not limited to the Covenants, Articles, Bylaws, and Rules and Regulations. These shall be provided without cost to the Directors.

9.4 TREASURER.

- 9.4.1. The Treasurer shall have custody of all property of the Association, including, but not limited to, the funds of the Association. He/she shall maintain the financial records for the Association using good accounting practices and shall perform all other duties incident to the office of Treasurer.
- 9.4.2. The Treasurer shall present to the entire Board, on the day of the Board meeting, an itemized listing of all expenditures of the Association since the last Board meeting.
- 9.4.3. The Treasurer shall maintain the financial records of the Board and provide an updated report at each Board and Membership meeting.
- 9.4.4. With approval of the Board, these duties of the Treasurer may be assigned to the Management Agent.

9.5 REPLACEMENT OF BOARD MEMBERS

- 9.5.1 The membership may remove a Board member from office for any reason or for no reason. A petition by the Membership, consisting of at least twenty-percent (20%) of said members' signatures, shall be sufficient to request a Membership meeting for that sole purpose. The subsequent vote to recall shall be by majority of all property owners. Eligible voters may be present, or be represented by proxy at the meeting. As an alternative, the membership may initiate a petition in accordance with state law.
- 9.5.2 Any Board Member leaving office by recall or resignation, shall, within seventy-two (72) hours, return to the Association, all records and other property of the Association. Members leaving office by way of the normal election process, shall turn in all records and property by the end of his/her term of office

ARTICLE X

OBLIGATIONS OF THE MEMBERSHIP

- 10.1 All members are obligated to pay the annual and special assessments as imposed by the Association.
- 10.2 All Members shall comply with the lawful provisions of the Covenants, Articles, Bylaws and Rules and Regulations of the Association.
- 10.3 Owners are required to maintain their homes and property consistent with the stated controlling documents of the Association in order to maintain the beauty and austerity to which the Association is pledged.

ARTICLE XI

COMMITTEES

- 11.1 The Board may establish any committee, either permanent, or temporarily formed for a specific purpose. Permanent Committees include but are not limited to:
 - 11.1.1. **Budget Committee**, which is comprised of the Directors of the Board. Their duties include the creation of a proposed budget for the upcoming fiscal year that encompasses any and all projected income and expenses, giving consideration to any and all other possible scenarios that may affect the financial condition of the Association.
 - 11.1.2. **Enforcement Committee**. (Fine Committee). The Enforcement Committee shall be made up of three (3) members of the Association, whose responsibility it is to monitor violations of the Association's controlling rules and regulations.
 - 11.1.3 The **Enforcement Committee** shall, with the Board's concurrence, fine homeowners, not to exceed \$100 per day for ongoing violations, commencing with a date determined by the Committee, with a maximum of \$1000 fine for each violation. The Homeowner, must be notified in person or by certified mail, prior to the imposition of any such fine and he/she shall be given an opportunity to appear before the Board to explain his/her position on the violation.
 - 11.1.4 Should collection attempts fail, the Board may take whatever action necessary, including the filing of a lien, in order to ensure enforcement.
- 11.2 **Architectural Control Committee (ACC)**. This committee was originally appointed by the developer as, and remains, a permanent committee. It is comprised of three (3) members of the Association. It is not appointed by the Board nor is it under the direct supervision of the Board. Any vacancy shall be filled by the remaining members of the Committee.
 - 11.2.1 The ACC is responsible for the review and control of the Restrictive Covenants as outlined in Article II of the Declaration of Covenants. Such includes but is not limited to: size of homes, control of out buildings, colors, home exterior decor, pools, fences, antennas, statues, recreational facilities and others.
 - 11.2.2 The Committee may also adopt reasonable rules regarding pets, sprinkler systems and vehicles on a homeowner's property. For a list of the Committee's responsibility, see Article II of the

Covenants.

- 11.2.3 Issues which require the enforcement powers of the Association shall be provided to the Board for further action.

ARTICLE XII

ASSOCIATION CONTRACTS

When the necessity arises for the Association to enter into an agreement for goods and/or services, the following shall govern:

- 12.1 All contracts shall be awarded through a bidding procedure as developed by the Board that will maximize the competitiveness among the contractors.
- 12.2 A request for bids shall be advertised in an acceptable manner in order to attract a variety of contractors.
- 12.3 The Board may enter into contracts for up to one (1) year for specific work to be done. A copy of the written Contract shall be retained in Association records. Contracts must be signed by both parties and must contain the beginning and ending dates of the contract as well as the cost and description of the work.
- 12.4 All contract bids shall be presented to the Board, who shall consider each, and may than vote to award the contract to one of the bidders. The Board is not obligated to accept the lowest bidder but will consider which is best for the needs of the Association. Copies of all contracts shall be retained by the Board and made available to any homeowner requesting same, but at no cost to the Association.
- 12.5 Approval of a contract may be done through electronic mail, when needed for the sake of expediency. In that case, the resulting votes of Board members shall be recorded and provided to all Board member and shall be retained in the records of the Association. Verbal ratification must take place at the next Board meeting.
- 12.6 No Member of the Board, his/her family, nor employee of the Association may have any connection whatsoever with the bidding contractors. Any evidence of personal gain, either financial or non-financial, will be considered reason for expulsion from the Board.

ARTICLE XIII

MISCELLANEOUS

PARLIMENTARY AUTHORITY

Meetings of the Board as well as the Membership shall be governed by "Roberts Rules of Order in all areas not specifically addressed in any of the governing documents.

AMENDMENTS

Amendments to the Article of Incorporation, the Declaration of Covenants and the Bylaws may be introduced by an action of the Board or by a written petition of the membership. Amendments shall be voted on at a meeting, regular or special, of the Association. Adoption of said amendments shall require a number of votes as outlined in each document.

Articles of Incorporation: Per Article XI of that document.

Declaration of Covenants: Per Article V of that document.

Bylaws: A simple majority of over fifty-percent (50%) of the current members of the Association, present or by proxy, at a membership meeting where a quorum has been established; or by member petition.

AUDITS

The Association's financial records shall be audited within sixty (60) days of the beginning of each fiscal year for the Fiscal Year which just ended. The Board shall contract with an auditing firm, not connected in any way with the Association or any of its Board members for such service.

BONDING

The Board shall decide if any of the Directors should be bonded and the limits of such bonding.

REVIEW OF FINANCIAL BOOKS

Any member in good standing may be permitted to examine the financial books and records of the Association. Copies may be made so long as there is no additional cost to the Association.

INDEMNIFICATION

The Association is required to purchase insurance which would indemnify Board members as provided in Florida State Statutes.

CONFLICTS BETWEEN DOCUMENTS

Should a conflict arise between two (2) or more governing documents, the following order of authority shall be followed:

1. Florida State Statutes
2. Articles of Incorporation
3. Declaration of Covenants
4. Bylaws
5. Board Rules and Regulations

IN WITNESS WHEREOF, the Association President has affixed his signature this 19th day of May, 2014.

Witnesses:

ASHTON LAKES HOMEOWNERS' ASSN, INC.

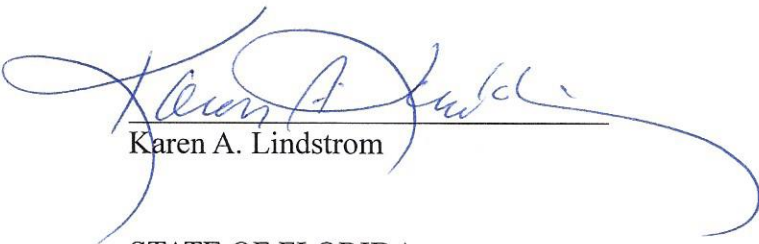


Karla L. Baumann

By:



Dan Pardus, It's President


Karen A. Lindstrom

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of May, 2014, by Dan Pardus, President of Ashton Lakes Homeowners' Association, Inc.. He is personally known to me.



Karla L. Baumam, Notary Public

