

**BYLAWS OF
THE VILLAS OF HARRISON RANCH
HOMEOWNERS' ASSOCIATION, INC.**

A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws for THE VILLAS AT HARRISON RANCH HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not for profit organized under the laws of the State of Florida, for the purpose of administering those portions of that certain subdivision located in Manatee County, Florida, known as Harrison Ranch, which portions are comprised of villas, exclusive use common areas, and limited use common areas located within the Villas neighborhood of the overall subdivision (hereinafter "Villas Neighborhood" or "Villas").
 - 1.1 Principal Office. The principal office of the Association shall be at 3810 Northdale Boulevard, Suite 100, Tampa, Florida 33624 or at such other place as may be subsequently designated by the Board of Directors. Notwithstanding the foregoing, all books and records of the Association shall be kept on the Subdivision property or within the business offices of a duly authorized management company.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. As used herein, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Villas Association as the "Articles". The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for the Villas Neighborhood and any Supplemental Declaration applicable to such property, unless herein provided to the contrary, or unless the context otherwise requires.
3. Membership.
 - 3.1 Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.
 - 3.2 Membership Roll. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

4. Membership Meetings.

- 4.1 Annual Meeting. The annual Members' meeting shall be held on the date and at the time and place determined by the Board of Directors from time to time; provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October following the year in which the Declaration of Covenants, Conditions and Restrictions for the Subdivision is filed.
- 4.2 Special Meetings. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Lot Owners within the Villas in the manner provided for in Chapter 720.301 et seq., Florida Statutes.
- 4.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Subdivision Property as designated by the Board. The notice of the annual meeting shall be hand delivered or sent by mail to each Lot Owner within the Villas, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association were mailed or hand delivered in accordance with this Section, to each Lot Owner at

the address last furnished to the Association. No other proof of notice of a meeting shall be required.

- 4.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty (30%) percent of the total voting interests. If a quorum is not attained at any meeting, the Members entitled to vote may adjourn such meeting from time to time without notice until a quorum is present.

4.5 Voting.

- (a) Number of Votes. In any meeting of Members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible.

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration of Covenants, Conditions and Restrictions, the Articles or these Bylaws. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration of Covenants, Conditions and Restrictions or Articles, it shall mean such greater percentage of the votes of Members present at a meeting at which a quorum is attained.

- (c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified in writing prior to such vote.

- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Lot. A proxy shall automatically terminate upon conveyance by a Member of his Lot.

- 4.7 Organization. At each Members' meeting, the President, or in his absence, the Vice President, shall act as Chairman of the meeting. The Secretary, or in his absence, any person appointed by the Chairman of that meeting, shall act as

Secretary for that meeting.

- 4.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings and, if applicable, at other Members' meeting, shall be:
- (a) Call to order by Chairman;
 - (b) Proof of notice of the meeting or waiver of notice;
 - (c) Reading and approval of minutes;
 - (d) Reports of officers;
 - (e) Reports of committees;
 - (f) Appointment of inspectors of election;
 - (g) Determination of number of Directors to be elected;
 - (h) Election of Directors;
 - (i) Unfinished business;
 - (j) New Business;
 - (k) Adjournment.

Such order may be waived in whole or in part by direction of the Chairman.

- 4.9 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives and Board Members. The Association shall retain these minutes for a period of not less than seven years.
- 4.10 Action Without A Meeting. To the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

5. Board of Directors.

- 5.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. Directors, other than designees of the Class B Member, must be Lot Owners. The initial Board shall consist of the three (3) Directors designated in the Articles.
- 5.2 Board Membership Prior To Turnover of Control. So long as there is Class B Membership, the Class B Member shall have complete discretion in appointing the Directors. Such Directors shall serve at the pleasure of the Class B Member. No Directors appointed by the Class B Member shall be subject to removal by the Class A Members. Directors appointed by the Class B Member may be appointed without a meeting of the Association Members.
- 5.3 Election of Directors. At the first annual meeting of the Members following the termination of the Class B Membership, the election of Directors shall be conducted in the following manner:
- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot for an election to be valid.
 - (b) Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman, who shall be a Member of the Board, and two or more Members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.
 - (c) Notwithstanding anything contained in subparagraph (b), above, after termination of the Class B Membership, and so long as the Declarant owns at least five percent (5%) of the Lots in all phases of the Subdivision, the Declarant shall be entitled to appoint one (1) Director to the Board. Such Director shall serve at the pleasure of the Declarant and shall not be subject to removal by the Class A Members.
 - (d) Election to the Board shall be by secret written ballot. At the 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.

Members must vote in person at a meeting or by a ballot the Member personally casts. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

- 5.4 Vacancies. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Class B Member or Declarant shall be filled by the Class B Member or Declarant (as the case may be) without the necessity of any meeting.
- 5.5 Removal. Any Director elected by the Class A Members may be removed by concurrence of a majority of the votes of such Members at a special meeting of Members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all Lots. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Lots owned by a Director in the Subdivision (other than appointees of the Declarant) shall constitute the resignation of such Director.
- 5.6 Inability to Establish Quorum. If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Lot Owner shall mail to the Association and post in a conspicuous place as designated by the Board, on the Subdivision Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Lot Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.
- 5.7 Term. The term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in manner herein provided; except that the term of each Director's service for Directors elected at the first annual meeting after control of the Association has been turned over by the Declarant shall extend from such meeting until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is

removed in the manner provided herein. After such time as the Lot Owners, other than the Declarant, have elected a majority of the Board of Directors, the Board may provide for staggered terms of service; however, any decision by the Board to provide for staggered terms shall not become effective until the next annual meeting at which Directors are elected. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.

- 5.8 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be conducted within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 5.9 Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or facsimile, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Lot Owners and notice of such meetings shall be posted conspicuously at a location designated by the Board on the Subdivision Property at least forty-eight (48) continuous hours in advance of the Meeting, except in the event of an emergency. Lot Owners shall be afforded the right to participate at all such meetings with reference to all designated agenda items, subject to rules established by the Board.
- 5.10 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of at least fifty percent (50%) of the Directors. Notice of the meeting shall be given to each Director personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Lot Owners within the Villas Neighborhood and notice of a special meeting shall be posted conspicuously on the Villas Neighborhood property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. However, the scheduling of any meeting at which increased or new special assessments or at which amendment to rules regulating the use of Lots will be proposed, discussed, or approved, mandates that written notice shall be mailed or delivered to the Lot Owner and posted consciously on the Villas Neighborhood property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.
- 5.11 Notice of Meetings. The Board shall by duly adopted rule designate a specific location within the Villas Neighborhood upon which all notices of Board

meetings shall be posted. Upon adoption of such rule, the Board shall notify the Lot Owners of the specific location.

- 5.12 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.13 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration of Covenants, Conditions and Restrictions, the Articles or these Bylaws.
- 5.14 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting any business that might have been transacted at the meeting as originally called may be transacted as set forth in the notice for the rescheduled meeting.
- 5.15 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 5.16 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Director to preside). The initial officers of the Association shall be set by the Articles.
- 5.17 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be modified or waived in whole or in part by direction of the presiding officer.

5.18 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board Members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

5.19 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more Members of the Board of Directors. To the extent authorized by applicable law, such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Villas Neighborhood during the period between the meetings of the Board of Directors, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Villas Neighborhood, or (b) to determine the assessments payable by the Lot Owners to meet the Common Expenses.

5.20 Proviso. Notwithstanding anything to the contrary contained in this Section 5 or otherwise, the Board shall consist of three (3) directors during the period that Class B Membership is entitled to appoint a majority of the Directors, as hereinafter provided. The Class B Member shall have the right to appoint all of the Members of the Board of Directors until Lot Owners other than Declarant own ninety (90%) percent or more of the Lots that will be governed by the Association, at which time the Lot Owners other than the Declarant shall be entitled to elect not less than a majority of the Members of the Board of Directors.

Declarant can turn over control of the Association to Lot Owners other than Declarant prior to such dates in its sole discretion by causing all of the Class B appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than Declarant to elect Directors and assume control of the Association, provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Lot Owners. If the Declarant elects to voluntarily turnover control of the Association to the Lot Owners as described in this paragraph, the Declarant shall promptly deliver to the Association the items described in Section 5.21, hereof. Neither Declarant, nor its appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than the Declarant refuse or fail to assume control.

5.21 Turnover of Control. Not less than ninety (90) days after the Lot Owners other than the Declarant are entitled to elect a Member or Members of the Board of

Directors, or sooner event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Board of Directors. The meeting may be called and the notice given by any Lot Owner if the Association fails to do so.

Within a ninety (90) days after Lot Owners other than the Declarant are entitled to elect a majority of the Members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by Declarant, including, but not limited to, the following items, if applicable:

- (a) All deeds to common property owned by the Association.
- (b) The original of the Association's Declarations of Covenants and Restrictions.
- (c) A certified copy of the Articles of Incorporation of the Association.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes.
- (f) The books and records of the Association.
- (g) Policies, rules and regulations, if any, which have been adopted.
- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.
- (k) All tangible property of the Association.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others in the current employ of the Association.
- (n) Any and all insurance policies in effect.

- (o) Any permits issued to the Association by government entities.
- (p) Any and all warranties in effect.
- (q) A roster of current homeowners and their addresses and telephone numbers and section and lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Villas Neighborhood, and any neighborhoods designated therein, and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Covenants, Conditions and Restrictions, any Supplemental Declaration thereto, the Articles or these Bylaws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Areas, Limited Use Common Areas and Exclusive Use Common Areas.
- (b) Determining the expenses required for the operation of the Villas Neighborhood and the Association, and adopting a budget(s) and fixing assessments to provide for such expenses.
- (c) Adopting and amending rules and regulations concerning the details of the operation and use of the Villas Neighborhood Property.
- (d) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (e) Obtaining and reviewing insurance for the Villas Neighborhood.
- (f) Making repairs, additions and improvements to, or alterations of, the Common Areas, Limited Use Common Areas, the Exclusive Use Common Areas within the Villas Neighborhood, and repairs to and restoration of such areas of the Villas Neighborhood, in accordance with the provisions of the Declaration, as may be amended or supplemented from time to time, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (g) Enforcing obligations of the Lot Owners.
- (h) Allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Villas

Neighborhood.

- (i) Levying fines against appropriate Lot Owners for violations of the rules and regulations established by the Association to govern the conduct of such Lot Owners, and their tenants, guest, or invitees. The Board's power to levy fines is expressly subject to § 720.305(2), Florida Statutes. No fine shall exceed \$100.00 per violation. A fine may be levied on the basis of each day that a violation continues after notification by the Association of such violation; provided, however, no fine may exceed \$2000 in aggregate for a continuing violation. No fine shall be levied unless the affected Lot Owner has been provided notice of at least fourteen (14) days and an opportunity for a hearing with respect to such violation.
- (j) Exercising any other power enumerated in Chapters 617 or 720, Florida Statutes, as may be amended, or in the Restrictive Covenants or in the Articles.

7. Officers.

- 7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of Declarant, must be Lot Owners.
- 7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 7.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the Directors or the President.
- 7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

- 7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 7.6 Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Subdivision or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
- 7.7 Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its acceptance by the Board of Directors unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The conveyance of all Lots owned by any Directors or officer shall constitute a written resignation of such Director or officer.
8. Committees.
- 8.1 Committees in General. The Board may create such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Committees shall exercise only such authority as granted by the Board by resolution, provided the Board may, in the exercise of its reasonable discretion and business judgment, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants, Conditions and Restrictions and Articles, and any amended or supplemental Declarations of Covenants, Conditions and Restrictions, shall be supplemented by the following provisions:
- 9.1 Budget/Adoption by Board. The Board of Directors shall adopt a budget for each fiscal year.
- 9.2 Assessments. Assessments shall be made annually for the following year.

Payment of such assessments shall be due in equal installments, either monthly or quarterly as determined by the Board of Directors. Such assessments shall be payable on the first day of the month for which they are due or the first month of the quarter, as applicable. Such assessments shall be in default if not paid prior to the 10th day of the month in which they are due. If assessments are not redetermined annually, assessments shall be presumed to have been determined and established in the amount of the last prior assessments, and such assessments shall be due upon such payment date until changed by amended assessments. If the annual assessments prove to be insufficient, then the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which amended assessments are made shall be payable in as many equal installments as there are full months of the fiscal year left as of the date of such amended assessments, each such monthly installment to be paid on the first day of the month commencing the first day of the next ensuing month. If only a partial month remains, the amended assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Special Assessments and Emergency Assessments.

Special Assessments and Emergency Assessments (as described in the Declarations of Covenants, Conditions and Restrictions) shall be levied as provided in the Declaration of Covenants, Conditions and Restrictions and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such assessments.

9.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All sums collected by the Association from assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.5 Acceleration of Installments Upon Default. If a Lot Owner is or becomes in default in the payment of his assessments, the Board of Directors or its agent may accelerate the assessments due for the balance of the budget year and file a claim of lien therefor, and the then unpaid balance of the assessments for the balance of the year shall be due upon the date stated in the lien.

9.6 Penalties For Default. If a Lot Owner shall be in Default in the payment of his assessments, such Lot Owner shall incur a penalty of \$10 per month for each month he is in default in the payment of his assessments.

10. Indemnification of Officers, Directors or Agents. The Association shall indemnify any

person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Section, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Section shall continue as to a person who has ceased to be a member of the Board, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

11. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date of notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Covenants,

Conditions and Restrictions, the Articles and these Bylaws.

13. Amendments. Except as provided or prohibited in the Articles or the Declaration of Covenants, Conditions and Restrictions, these Bylaws may be amended in the following manner:
- 13.1 Notice. Notice of the subject matter of a proposed amendment to the Bylaws shall be included in the notice of a meeting at which a proposed amendment is to be considered; provided, however, that notice shall be provided no less than one (1) week prior to any regular meeting at which any such amendment is to be considered.
- 13.2 Adoption. Amendments to the Bylaws must be approved as follows:
- (a) By Class B Member. During the period in which any Class B Membership exists, the Class B Member unilaterally may amend these Bylaws. Thereafter, the Class B Member unilaterally may amend these Bylaws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any Institutional Lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on Lots; or (iii) to enable any title insurance company to issue title coverage insurance on any Lot.
- (b) By the Board. Except as provided above, the Bylaws may be amended only by the affirmative vote or written consent of a majority of the Board of Directors at an annual meeting, with or without notice, or at any special meeting called for such purpose with at least seven (7) days notice to the Members. Notwithstanding the foregoing, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- 13.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Lots without the consent of said Declarant and mortgagees in each such instance. No amendment shall be made that is in conflict with the Articles or Declaration of Covenants, Conditions and Restrictions. The Department of Housing and Urban Development or the Veteran's Administration shall have the right to veto amendments while Class B Members remain in existence. No amendment to this Section shall be valid.
- 13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of

the Declaration of Covenants, Conditions and Restrictions and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Treasurer of the Association or by Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions allowing such action by Declarant. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration of Covenants, Conditions and Restrictions is recorded.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of THE VILLAS OF HARRISON RANCH HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, on the _____ day of _____, 200_.

Brian M. Mihelich, President

Imanda Stern, Secretary