

## BYLAWS OF DEVONSHIRE NORTH ASSOCIATION, INC.

### A NONPROFIT CORPORATION

AS OF ~~FEBRUARY~~ 16, 2015

APRIL

***PREAMBLE:*** *This document, the Bylaws of Devonshire North Association, Inc. ("Bylaws"), updates the Bylaws recorded in Sarasota County Public Records as Instrument #2007089734 on June 5, 2007, to incorporate:*

- 1. content of Amendment To The Bylaws dated January 17, 2008 recorded January 28, 2008;*
- 2. content of Amendment To The Bylaws dated January 21, 2009 recorded February 10, 2009; and*
- 3. edits to resolve conflicting provisions with those of the Waterford Master Owners Association documents, per Article XV - Conflicts below.*

#### **ARTICLE I** **NAME AND LOCATION**

The name of the corporation is Devonshire North Association, Inc.

The principal office of the corporation is located at 1506 Jasper Court, Venice, FL 34292, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by its Board of Directors.

#### **ARTICLE II** **DEFINITIONS**

**Section 1.** "Articles" shall mean the Articles of Incorporation for the Association.

**Section 2.** "Association" shall mean and refer to DEVONSHIRE NORTH ASSOCIATION, INC., its successors and assigns.

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

**Section 4.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Devonshire North, Inc. – Track "C", applicable to the Subdivision and recorded, in the Public Records of Sarasota County, Florida.

**Section 5.** "Lot" shall mean and refer to any plot of land shown on the recorded Subdivision plat with the exception of the Common Area.

**Section 6.** "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Declaration.

**Section 7.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those holding title merely as security for the performance of an obligation.

**Section 8.** "Subdivision" shall mean and refer to that certain tract of real property described in the Declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the Declaration.

### **ARTICLE III** **MEETINGS OF MEMBERS**

**Section 1. Annual Meetings.** The annual meeting of Members shall be held in the month of January, and on such reasonable date and hour as determined by the Board of Directors. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of Members may be called at any time by the President or by the Board of Board of Directors, or on written request of Members who are entitled to vote one-fourth of all votes.

**Section 3. Notice of Meetings.** Notice of a meeting of the Membership shall be given by, or at the direction of the Secretary, and:

- (A) Notice of each meeting of Members shall be given at least ten (10) but not more than twenty (20) days before such meeting to each Member entitled to vote thereat. Such notice shall specify the day, hour, and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.
- (B) Unless otherwise dictated by law or context, any notice required to be given to a Member shall be deemed to have been properly sent when personally delivered, electronically transmitted, or mailed to the Member's property address last appearing on the books of the Association, or the mailing address supplied by such Member, including an electronic address, to the Association for the purpose of receiving notice.

**Section 4. Quorum.** The presence at the meeting, in person or by proxy, of at least thirty percent (30%) of the voting interest shall constitute a quorum for any action except as otherwise provided in the **Declaration** under **Article IV – Covenant for Maintenance Assessments, Section 4.6**. If the required quorum is not present, another meeting may be called upon at least fifteen (15) days written or public notice at which meeting there shall be no quorum requirement and those present in person or by proxy shall be entitled to decide the issue(s). This provision is included to insure the ability of the Association to act despite non-participation of its Members, and shall not be subject to attack on due process or other grounds. No such subsequent meeting(s) shall be held more than sixty (60) days following the preceding meeting(s).

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy, except for the election of a Director. All proxies shall be in writing and filed with the Secretary. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the

authorized person who executed the proxy. Proxies shall be revocable, and the proxy of any Member shall automatically terminate on conveyance by him of his Lot.

**ARTICLE IV**  
**BOARD OF DIRECTORS TERM OF OFFICE -- REMOVAL**

**Section 1. Number.** The affairs of the Association shall be managed by a Board of not less than five (5) Directors or more than seven (7) Directors who shall be Members of the Association.

**Section 2. Term of Office.** Except as set forth in the Articles, which provide that one Director shall be elected for a one (1) year term and one Director elected for a two (2) year term at the first annual meeting. All Directors thereafter shall serve for a term of three (3) Years unless the term of such Director shall end prior to the end of such term by death, resignation or removal.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his predecessor.

**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.

**Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a Meeting of the Directors.

**ARTICLE V**  
**BOARD OF DIRECTORS -- NOMINATION AND ELECTION**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be by Nominating Committee. However, nominations may also be made from the floor at any annual meeting of Members. The Nominating Committee shall consist of a chairman, the Vice President and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such 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 of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

**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. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**  
**BOARD OF DIRECTORS -- MEETING**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held as determined by the Board of Directors with public notice at such place and hour as may be fixed from time to time by resolution of the Board. Notices of all Board meetings are to be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. There shall be a minimum of four (4) regular meetings held annually. If the date of a regular meeting falls on a legal holiday, such meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any four (4) Directors, after not less than three (3) days' notice to each Director.

**Section 3. Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of Officers.

**ARTICLE VII**  
**BOARD OF DIRECTORS -- POWERS AND DUTIES**

**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 including the personal conduct of the Members and their tenants, guests, and invitees thereon; and to establish reasonable penalties for infractions of such rules and regulations; provided, however, if a rule or regulation promulgated by the Board of Directors shall conflict with a rule of regulation promulgated by the Articles or Declaration, the Board of Directors' rule or regulation shall be null and void only to the extent such rule or regulation conflicts with a rule or regulation of the Articles or Declaration.

(b) suspend the right to use the Common Area and recreational facilities of any Member, including their tenants, guests and invitees, during any period in which such Member is in default in payment of any assessment levied by the Association. Such right may be suspended only after fourteen (14) days' notice and the opportunity for a hearing before a Board appointed committee consisting of at least three (3) Members who are not: Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of any Officer, Director, or employee. A majority vote of the committee is required to suspend such right. Such right may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles, or by other provisions of these Bylaws;

(d) declare the office of a member of the Board to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, independent contractors, and such other employees in accordance with the Declaration as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the 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 each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the Members entitled to vote thereat;

(b) supervise all Officers, agents, and employees of the Association, and see to it that their duties are properly performed;

(c) 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;

(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) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same. Notwithstanding any other provision hereof, any delay in notifying the Members of an assessment will not affect the validity of an assessment which is otherwise properly approved, and any approved assessment may be applied retroactively.

(d) issue, or cause an appropriate Officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid, A statement in a certificate to the effect that an assessment has been paid shall constitute the conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area to be maintained.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, who shall, at all times be members of the Board of Directors and Members of Devonshire North Association, Inc. This shall apply to such other Officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of Members. At the Board's discretion, such elections may be by secret ballot.

**Section 3. Term of Office.** The Officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be 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 office 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 by the Board at any time with or without cause. 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 of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer replaced.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

**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; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, promissory notes, deeds, and other instruments.

(b) **Vice President.** The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, shall serve as chairman of the nominating committee and shall exercise and discharge such other duties as may be required of him 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; shall keep the corporate seal of the Association and affix it to all

papers so requiring; serve notice of meetings of the Board and of Members; keep appropriate current records showing the Members of the Association together with their addresses and perform such other duties as may be required by the Board or by law. For Board of Director meetings, the voting record shall reflect any vote of abstention on a matter by a Director present at such meeting.

(d) **Treasurer.** The Treasurer, when available, shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors. The Treasurer, when available, shall sign all checks and promissory notes of the Association. In the Treasurer's absence, the President or any other Board member, other than the Board member with oversight responsibility for the expense, may sign such instruments. The Board, prior to making payment, must approve expenses not included in the annual budget. Payments must be made by check, electronic or other means. The Treasurer shall keep proper books of account; shall cause an annual audit of the Association books to be made at the completion of each fiscal year and shall prepare an annual budget and statement of income and expenditures. A copy of which documents shall be delivered or made available to each Member within sixty (60) days after the close of the fiscal year, and an annual financial report which shall be given at the regular annual meeting of Members.

#### **ARTICLE IX** **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 on the property against which such assessments are made. Any assessments not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum contract rate of interest permitted by Florida law, and there shall also be due and payable along with each such late payment a late charge of twenty-five dollars (\$25.00) to cover increased administrative costs incurred on account of such late payment. For an assessment not paid within thirty (30) days after the due date, the Association may also bring an action at law against the Member personally obligated to pay the assessment, or may foreclose the lien against his property. Costs and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No Member may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of his Lot.

#### **ARTICLE X** **COMMITTEES**

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its obligations and privileges.

#### **ARTICLE XI** **BOOKS AND RECORDS; INSPECTION**

The books, records and papers of the Association shall be subject to inspection by any Member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

The Board of Directors may determine that all persons who control or disburse Association funds should furnish adequate fidelity bonds. In such event, the premiums on such bonds, if any, shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount approved by the Board of Directors.

#### **ARTICLE XII** **CORPORATE SEAL**

The Association shall have a seal which shall be in the following form:

#### **ARTICLE XIII** **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year (begin on January 1<sup>st</sup> and end on December 31<sup>st</sup>).

**ARTICLE XIV**  
**AMENDMENTS**

The Bylaws may be amended, altered, supplemented or rescinded by the membership at any annual meeting of the Association, or at any special meeting duly called for such purposes, by a majority of the votes entitled to be cast by the membership. Amendments may be proposed by a majority of the Board of Directors, or by persons entitled to vote twenty-five percent (25%) of the membership.

**ARTICLE XV**  
**CONFLICTS**

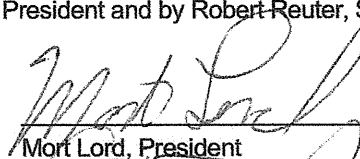
In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws; the Declaration shall control. These Bylaws shall be read in conjunction with all laws and regulations promulgated by Waterford Master Owners Association or any governmental authority having jurisdiction thereof. In the event of a conflict in substance between a Bylaw and any such dictate, the Bylaw shall be deemed to be amended or supplemented thereby.

**ARTICLE XVI**  
**CERTIFICATION**

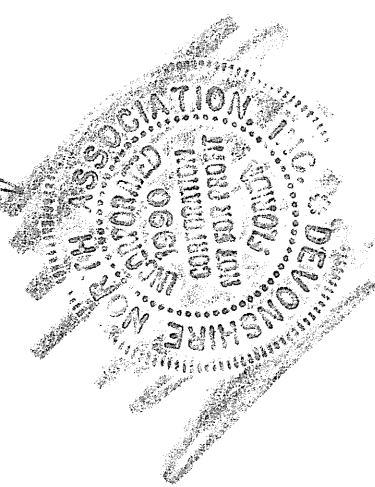
An instrument signed by any executive Officer of the Association, and attested by the Secretary of the Association under the Association's Seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

IN WITNESS WHEREOF the undersigned officers of Devonshire North Association, Inc. have caused this document to be executed by Mort Lord, President and by Robert Reuter, Secretary, and the corporate seal to be affixed this 16 day of ~~February~~ <sup>April</sup> 2015.

Signed, Sealed and delivered by:

  
Mort Lord, President

  
Robert Reuter, Secretary

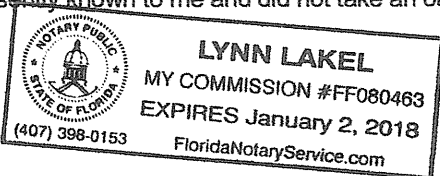


STATE OF FLORIDA

SS:

COUNTY OF SARASOTA

The foregoing instrument was acknowledged to me this 16 day of ~~February~~ <sup>April</sup> 2015 by Mort Lord and Robert Reuter as President and Secretary respectively of Devonshire North Association, Inc. on behalf of the Corporation, who are presently known to me and did not take an oath.



  
Signature of Notary Public

Lynn Lakel  
Typed or printed name of Notary

My commission expires:

