

(f) Enforce by legal means the provisions of the Articles, these Amended and Restated By-Laws, the Declaration and all regulations governing use of the Property.

(g) Pay all taxes and assessments which are liens against any part of the Property other than Lots and the appurtenances thereto, and assess the same against the Members and their respective Lots subject to such liens;

(h) Carry insurance for the protection of Members and the Association against casualty and liability, including Directors' liability insurance;

(i) Pay all costs of power, water, sewer and other utility services rendered to the Property or to the Association and not billed to the owners of the separate Lots;

(j) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(k) Borrow money at prevailing rate and terms if it would not be feasible to charge the Members their proportionate share of the total estimated expenses. Any money received from the Developer shall be a loan to cover the deficit funding and shall be payable on demand, being evidenced by a promissory note.

(l) Conduct themselves according to the Homeowners' Association Act, Chapter 720, Florida Statutes, as it may be amended from time to time.

(m) Perform their duties in an ethical manner, to act with proper fiduciary responsibility, to not use their position to advance or promote personal improvements or investments, to perform their duties for the welfare of the Members and the Community, to maintain confidentiality, to make impartial decisions based upon objective criteria, and not benefit one person over another for improper reasons.

(n) To perform such other duties not contrary to the limits, if any, set forth in the Articles of Incorporation and these Bylaws.

(o) Issue or to cause an appropriate officer or Management Company or agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board or Management Company or agent for the issuance of these certificates. If a certificate states an assessment has been paid, such is conclusive evidence of such payment.

6. OFFICERS.

6.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable

from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.



6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the association. He shall have such additional powers as the Board may designate.

6.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the affairs of the Association. ~~He~~ They shall have such additional powers as the Board may designate.

6.5 Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. ~~He~~ They shall keep the assessment roll and accounts of the Members; ~~he shall~~ keep the books of the Association in accordance with good accounting practices, and ~~he~~ they shall perform all other duties incident to the office of Treasurer.

6.6 Compensation. No compensation shall be paid to any officer of the Association except with the approval of the persons entitled to cast a majority of the votes of the membership reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be stockholder, officer, Director or employee, for the management of the Association for such compensation as shall be mutually agreed between the Board and such officer, Director or corporation, for the purpose of making available to the owners of Lots such services as are contemplated by the provisions of Article as is these Amended and Restated By-Laws. It is expressly contemplated that the first Board of Directors may enter into such contracts

entity affiliated with the Developer, there will be due upon the closing of the sale of the lot a Capital Contribution Assessment of \$400.00. Each Lot will be subject to the Capital Contribution Assessment only once, all future conveyances of any such Lot being exempt.

ARTICLE V. COVENANTS AND RESTRICTIONS

5.1 Approval of Improvement. Except as originally constructed by the Developer, no building, fence, wall, or other structure or landscaping shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and location in relation to surrounding structures and topography and finished grade elevations, by the Developer, or by an Architectural Review Committee composed of one (1) or more representatives appointed by the Developer or a representative designated by a majority of the members of said committee. Requests for approval shall be in writing delivered to Developer or Architectural Review Committee by certified return/receipt mail. In the event the Developer, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5.1 shall be satisfied. However the inaction of the Developer or Architectural Review Committee shall **not entitle any lot owner to violate any of the requirements of this Declaration of Covenants and Restrictions**. The right of approval set forth herein shall pass to the Board of Directors of the Association upon termination of the Class B Membership as provided in Article II of this Declaration.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the Association or any Architectural Review Committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, members of the Architectural Review Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party.