

**BY-LAWS OF**  
**WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC.**  
**A Florida Not For Profit Corporation**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is the WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC., (the "Association"). The initial principal office of the corporation shall be located at 2 Suntree Place, Melbourne, Florida 32940, but the meetings of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Association's Board of Directors.

**ARTICLE II - DEFINITIONS**

The terms and definitions used herein are further defined and clarified in the Declaration of Covenants, Conditions and Restrictions of Waterford Pointe (the "Declaration"), as recorded in the Public Records of Brevard County, Florida at Official Records Book 3415, Page 1239. For purposes of these Bylaws certain terms are defined as follows:

**SECTION 1.** "Articles" shall mean the Articles of Incorporation of WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC.

**SECTION 2.** "Association" shall mean and refer to the WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit corporation, and its successors and assigns.

**SECTION 3.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 4.** "Properties" or "Property" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**SECTION 5.** "Common Area" shall mean all real property owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the Owners.

**SECTION 6.** "Lot" shall mean and refer to any unit, parcel, tract or plot of land shown on any subdivision map or plat of the Properties on file or recorded with the County of Brevard, with the exception of the Common Area, and/or road right-of-ways if dedicated to a public authority or the Association. Each lot is

subject to assessment and entitles each owner to voting rights as hereinafter defined.

SECTION 7. "Declarant" shall mean and refer to THE SUNTREE PARTNERS, a Florida general partnership, its predecessors in title, successors and assigns.

SECTION 8. "Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

SECTION 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Waterford Pointe recorded in the Public Records of Brevard County, Florida.

SECTION 10. "Waterford Pointe" shall mean the overall Waterford Pointe subdivision on file with Brevard County, Florida.

### ARTICLE III - MEMBERS

SECTION 1. The qualifications 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. All record owners of lots shall be members of the Association. Accordingly, membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

SECTION 2. Membership Register. The Association shall maintain a membership register at the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of the Association of any change of address of the Member or any change of ownership of the Member's Lot. Each Owner shall comply with any requests by the Association to furnish it with information about or evidence of the record ownership of the Lot. The Association shall not be responsible for making any changes to the register until notified of such change in writing.

### SECTION 3. Voting Rights.

- (a) Determining the Voting Member. The record ownership of each Lot shall be established by reference to the membership register for purposes of determining the "Voting Member" with respect to that Lot. When a lot is owned by more than one person, the Voting Member shall be designated by a certificate signed by all record Owners and filed with the Association, except that when a lot is owned by a husband and wife (and no other person) they may elect to either file a certificate in the foregoing fashion or to be governed by the provisions set forth

below. When a lot is owned by a corporation, partnership, limited partnership, or trust, the Voting Member shall be designated by a certificate filed with the Association and signed by the corporation's president or vice president, all the partnership's partners, all the limited partnership's general partners, or all the trustees, as the case may be. The Voting Member need not be an Owner, nor one of the joint owners or officers, directors, partners or trustees of an Owner. Each duly executed and filed certificate designating the Voting Member shall be valid until the record Owner of the lot files a written certificate of other notice revoking or amending the prior certificate or appearing, in person at a meeting and revoking the proxy or certificate.

(b) Failure to File Certificate.

- (i) Owners who are required to file but fail to file a certificate as provided herein shall not be considered Voting Members for purposes of determining whether a quorum exists at membership meetings and shall not be permitted to vote at meetings on any issue.
- (ii) If a husband and wife who own a lot have elected not to file a certificate designating one of them as a Voting Member, the presence (in person or by proxy) of either or both of them at a membership meeting shall be considered the presence of one Voting Member for purposes of determining whether a quorum exists at the meeting. If a husband and wife have failed to file a certificate designating one of them as the Voting Member and only one of them is present at a membership meeting (in person or by proxy) the vote of the spouse present shall be considered the vote of a Voting Member. If both of them are present (in person or by proxy) the vote of either or both them on any given issue voted upon at that meeting shall be considered the vote of single Voting Member unless they are unable to concur in how to vote on the issue, in which latter case they shall lose their right to vote on said issue at that meeting.

SECTION 4. Voting by Proxy. Voting Members may cast their votes in person or by a limited proxy relating to a specific issue or issues at a specific membership meeting. Owners may not vote by general proxy. Limited and general proxies may be used to establish a quorum. A Voting Member's proxy shall be valid only for the particular meeting specified in writing, signed by the Voting Member giving it, and filed with the Association's secretary

or designee before the scheduled time of the meeting to which it relates. Unless the proxy specifically indicates on its face that it is a proxy to vote only a particular issue or question at the meeting, it shall entitle the holder to vote for the Voting Member on any issue that is properly published in the agenda before the meeting. Holders of proxies need not be Owners. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure and in the sole discretion of the Owner. Proxies shall be automatically terminated upon conveyance by the Member of his Lot. Proxies may not be used for election of members of the Board of Directors.

#### ARTICLE IV - MEETING OF MEMBERS

SECTION 1. Place of Meeting. All meetings of the Association membership shall be held on the Properties or at another suitable place in Brevard County, Florida, determined by the Board of Directors. Any notice of a membership meeting shall clearly indicate the place where it is to be held.

SECTION 2. Time. Every membership meeting shall be scheduled on a date and at a time determined by the Board of Directors.

SECTION 3. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date turnover is completed to the Association, as provided for in the Articles and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. unless a different time is established by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 4. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the vote of the Class A membership.

SECTION 5. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. No business shall be conducted at any

special meeting (except one of which no notice is required) other than the business identified in the notice of the special meeting.

**SECTION 6. Attendance at Meetings.** Any person entitled to cast the votes of a Member, and in the event that any lot is owned by more than one person, all co-owners of a lot, may attend any meeting of the members. Any person not expressly authorized to attend the meeting of the members, as set forth above, may be excluded from any meeting of the members by the presiding officer of such meeting.

**SECTION 7. Organization.** At each meeting of the members, 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 the meeting, shall act as Secretary of the meeting. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the members of the Board of Directors, at any reasonable time.

**SECTION 8. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented. No notice of the rescheduled meeting need be given other than an announcement at the original meeting and a conspicuous posting of a notice of the first rescheduled meeting on the community properties.

**SECTION 9. Vote Required to Decide Issues.** With the exception of the election of directors, the majority of the voting members who are present in person or by a limited proxy at a membership meeting and are entitled to vote at the meeting shall decide any question brought before the meeting for a vote, unless the question is one in which a different vote is required by the Articles or the Declaration. If some lessor or greater percentage of voting interest is required herein or in the Declaration or Articles, it shall mean such lessor or greater percentage of the votes of the Voting Members and not of the Owners themselves.

**SECTION 10. Written Consent in Lieu of a Meeting.** Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by

one or more written consents describing the action taken, dated and signed by the approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the Association by delivery to the Secretary or any other officer of the Association. Such written consent shall not be effective to take the corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and it delivered in the manner required by these By-Laws. Any written consent may be revoked in writing, delivered prior to the date that the Association receives the required number of consents to authorize the proposed action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

**ARTICLE V - BOARD OF DIRECTORS:  
SELECTION AND TERM OF OFFICE**

**SECTION 1. Number.** The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) Directors and a maximum of seven (7) Directors, who need not be members of the Association. The number of directors shall always consist of an odd number.

**SECTION 2. Term of Office.** At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect three directors for a term of one (1) year.

**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 members of the Board and shall serve for the unexpired term of his predecessor. No Director shall continue to serve on the Board of Directors if, during the term of his office, his membership in the Association has been terminated for any reason.

**SECTION 4. Compensation.** No director shall receive compensation for any service he may render to the Association as a director. 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 required or permitted to be taken at a Board of Director's meeting without a meeting if the action is taken by all the members of the Board of Directors. The action must be evidenced by one or more written consents describing

the action taken and signed by each Director. The action taken pursuant to this Section is effective when the last Director signs the consent, unless the consent specifies a different effective date. A consent signed under this Section has the effect of meeting vote and may be described as such in any document.

#### ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors 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 of Directors, and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors 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. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members and non-members.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members in respect to each vacancy, shall vote in person at a meeting or by a ballot that the Voting Member personally casts, as many votes as the Voting Member is to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VII - MEETING OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings of the Board of Directors shall be open to all Owners, and notices of meetings shall be posted in a conspicuous place on the Association's property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessment against lots are to be established shall specifically contain a statement that assessment shall be considered and a statement of the nature of such assessments. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival of the meeting,

any objection to the transaction of affairs because the meeting was not lawfully called or convened.

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 two Directors, after not less than three (3) days' notice to each Director.

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

#### ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

B. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

D. declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. employ a manger, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

F. to borrow money and mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to owners;



G. to contract for the management of the Association and common areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

H. to employ personnel to perform the services required for proper administration of the Association;

I. To maintain bank accounts on behalf of the Association and designate signatories required on the accounts;

J. to establish reasonable rules and regulations for the use of the Common Areas. To employ, dismiss, and compensate personnel reasonably required for operating the community property and administering the Association;

K. to enforce the obligations of the Members, collect delinquent assessments by filing suit or other reasonable means, to abate nuisances, to enjoin Members from violating the Declarations.

L. enter into and upon any portion of the Property, including any Lot(s) when necessary to maintain or preserve any real or personal property in the event the respective Owner fails to do so.

**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 the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of all the Class A Members who are entitled to vote;

B. supervise all officers, agents and employees of this Association, and to see 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 unit or projected unit 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 due date or to bring an action at law against the owner personally obligated to pay the same.

D. issue, or cause an appropriate officer 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. procure and maintain adequate liability and hazard insurance on property owned by the Association;

F. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

G. cause the Common Area to be maintained;

H. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

I. mortgage or encumber common areas as set forth in the Declaration, and assign such assessments or portions thereof to owners.

#### ARTICLE IX - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and 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 the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

SECTION 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. After the sale of all lots, 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 of Directors are carried out; shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes. The President shall be the chief executive officer of the Association, vested with all the powers and duties that are usually vested in the office of the President of an Association.

B. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

D. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes

of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE X - COMMITTEES

The Association shall appoint an Architectural Review Committee as provided in Declaration, and a nominating committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XI - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XII - ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added. No owner may waiver or otherwise escape liability for any assessment by nonuse of the common area or abandonment of his lot.

#### ARTICLE XIII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

#### ARTICLE XIV - AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have a

right to veto amendments to these By-Laws while there is a Class B Membership in existence.

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

#### ARTICLE XV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. The Association shall maintain accounting records for each property it maintains in the county where the property is located, according to good accounting practices. The records shall be open for inspection by owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each lot and unit designating the name and current address of the lot and unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

B. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expenses, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each Member as more fully provided in the declaration. Delivery of a copy of any budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.

C. The depository of the Association shall be such bank of banks 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 such accounts shall be

only by check signed by such person or persons as authorized by the directors.

D. An audit of the accounts of the Association shall be made annually by an accountant.

E. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

#### ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these By-Laws or with statutes of the State of Florida.

#### ARTICLE XVII - MISCELLANEOUS

SECTION 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

SECTION 2. Notices. Whenever notices are required to be sent or delivered pursuant to these By-Laws to an Owner, the notice will be mailed to the Owner at the address the Association has in its Membership Register. Notices to the Association shall be delivered by mail to the Secretary or the President of the Association at the place of business for the Association or such other address designated by the Association. Any party may change their mailing address by written notice to the other party. Whenever notices are required to be given under the provisions of the Articles, the Declaration or these By-Laws, a written waiver of notice signed by the person or persons entitled to such notice shall be deemed the equivalent of notice. Notice from the Association shall be deemed delivered when: (i) personally delivered to the Owner; or (ii) upon depositing in United States mail with postage prepaid and addressed to the place of residence for the Owner listed in the Membership Register. Notice to the Association shall be deemed delivered only upon actual receipt by the Secretary or President.

SECTION 3. Partial and Validity. If any of these provisions of these By-Laws shall be or become enforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

SECTION 4. Non-Waiver. No requirement or right contained in these By-Laws shall be deemed to have been waived by the Association's failure to enforce such requirement or right.

SECTION 5. Gender and Plurality. Wherever the context so requires, the use of a masculine gender shall be deemed to include all genders, and the use of a singular gender shall include the plural, and the use of the plural shall include the singular.

SECTION 6. Captions. The captions used in these By-Laws are solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text that follows the caption.

CERTIFICATION

I, the undersigned, hereby certify:

THAT I am the duly elected and acting Secretary of the WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted by consent of the Board of Directors.

IN WITNESS WHEREOF, I have here unto subscribed my name and affix the seal of the Association this 8 day of November, 1994.

M. D. [Signature]  
Secretary

( This Page Should Be Considered Part Of The By-Laws And Attached To Your Copy )

**BY-LAWS OF  
WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC**

**ARTICLE XI - BOOKS AND RECORDS**

**RULES**

“ All requests for documents from our accountant, Francis Stewart, CPA must be pre-paid before any documents will be pulled and copied. The current cost is \$15.00 per block hour and .25 cents per copy. These prices are subject to change.”

This rule was adopted at the Board meeting of September 23, 2002.

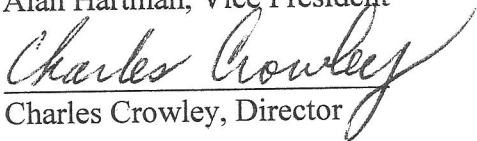
Board of Directors  
Waterford Pointe HOA



Robert Thomson, President




Alan Hartman, Vice President



Charles Crowley, Director



Gerald Heron, Treasurer



Edward Mangold, Secretary

Seal





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**BY-LAWS OF  
WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC**

**ARTICLE XII - ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Monthly fees paid late twice within twelve months will be subject to late fee and interest. Any assessment/fees not received by the sixteenth (16<sup>th</sup>) of the month due, shall be delinquent, and be charged a ten (\$10.00) dollar late fee and interest at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added. No owner may waiver or otherwise escape liability for any assessment by nonuse of the common area or abandonment of his lot.

This change was approved by the required majority of Owners on November 25, 2002.



Robert Thomson, President



Alan Hartman, Vice President



Charles Crowley, Director



Gerald Heron, Treasurer



Edward Mangold, Secretary

Seal



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**BY-LAWS OF  
WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC**

**ARTICLE VII - MEETING OF DIRECTORS**

**SECTION 1. Regular Meetings.** Regular meetings of the Board of Directors may be held monthly at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Meetings of the Board of Directors shall be open to all Owners, and notices of meetings shall be posted in a conspicuous place on the Association's property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessment against lots are to be established shall specifically contain a statement that assessment shall be considered and a statement of the nature of such assessments. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival of the meeting, any objection to the transaction of affairs because the meeting was not lawfully called or convened.

This change was approved by the required majority of Owners on November 25, 2002.



Robert Thomson, President



Alan Hartman, Vice President



Charles Crowley, Director



Gerald Heron, Treasurer



Edward Mangold, Secretary

Seal



October 1, 2002

Dear Homeowner,

**Re: Change in by-laws ( 1 of 2 )**

We are requesting your vote to change this by-law.

**REASON:** As now stated in the by-laws the Board must meet every month. This is in addition to the Annual Homeowners Meeting in March. However, the Board does not always have an agenda that requires a meeting. In that case we would meet and immediately adjourn. This is not productive and uses the Library facilities or the SMHOA conference room which precludes any other parties from utilizing the rooms.

**NOTE:** This does not affect the rights of Board members or homeowners to call a Special meeting at any time.

**ARTICLE VII - MEETING OF DIRECTORS, SECTION 1, Regular Meetings.**

**CHANGE:** "Regular meetings of the Board of Directors shall be held monthly....." **to:**

"Regular meetings of the Board of Directors may be held monthly....."

**Re: Change in by-laws ( 2 of 2 )**

We are requesting your vote to change this by-law.

**REASON:** As now stated in the by-laws we do not show a date on which assessments/monthly fees are delinquent. While an interest rate is shown (18%) there is no provision for a late charge. We want to establish a past due date and provision for a late charge. The majority of homeowners pay the monthly fee in advance or on time and they should not have to subsidize the effort to collect delinquent monies. This change will make the wording in the by-laws and covenants the same.

**ARTICLE XII - ASSESSEMENTS, Line three (3).**

**CHANGE:** "If the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum....." **to:**

"Monthly fees paid late twice within twelve months will be subject to late fee and interest. Any assessment /fees not received by the sixteenth (16<sup>th</sup>) of the month due, shall be delinquent, and be charged a ten (\$10.00) dollar late fee and interest at the rate of eighteen (18%) percent per annum ....."

**Re: Change in Covenant**

We are requesting your vote to change one (1) Covenant.

**REASON:** As now stated in the Covenants we do not show a date on which assessments/monthly fees are delinquent. While an interest rate is shown ( 10%) there is no provision for a late charge. We want to establish a past due date and provision for a late charge. The majority of homeowners pay the monthly fee in advance or on time and they should not have to subsidize the effort to collect delinquent monies. This change will make the wording and interest rate in the by-laws and covenants the same.

**ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS , Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.**

**CHANGE:** "Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum....." **to:**

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WATERFORD POINTE HOA

November 1, 2002

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RESOLUTION No. 2013.01

This 19 day of MARCH, 2013 the Board of Directors of WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC. does hereby resolve as follows:

WHEREAS, with a Quorum being present and this Resolution having passed by majority vote; and

WHEREAS, it is the desire of the Board of Directors to articulate the position of the Waterford Pointe Homeowners Association, Inc. as to antennas and satellite dishes in light of the newly passed Title 47 of the Code of Federal Regulations which limits the rights of Homeowners Associations to regulate antennas, satellite dishes and other equipment used to receive satellite television service; and

WHEREAS, the Board of directors has received an opinion of counsel that the newly enacted Title 47 of the Code of Federal Regulations is binding upon the Waterford Pointe Homeowners Association, Inc. and the Association is compelled to comply with the terms thereof; and

WHEREAS, Title 47 of the Code of Federal Regulations is in conflict with the Declaration of Restrictions of the Waterford Pointe Homeowners Association, Inc.; and

WHEREAS, due to quorum requirements it would be unethical, if not impossible to amend the Declaration of Restrictions of the Waterford Pointe Homeowners Association, Inc. to comply with Title 47 of the Code of Federal Regulations;

**It is therefore RESOLVED BY THE BOARD OF DIRECTORS OF THE WATERFORD POINTE HOMEOWNERS ASSOCIATION, INC. THAT:**

1. The Waterford Pointe Homeowners Association, Inc. shall comply with the Regulations of Title 47 of the Code of Federal Regulations relating to the powers of the Association to regulate or control antennas, satellite dishes and equipment used to receive satellite television signals.
2. To the extent that the Declaration of Restrictions of the Waterford Pointe Homeowners Association, Inc. is in conflict with Title 47 of the Code of Federal Regulations, it is the intention and stated policy of the Association to abide by the provisions of Title 47 of the Code of Federal Regulations.
3. The Declaration of Restrictions of the Waterford Pointe Homeowners Association, Inc. shall be fully enforced to the extent they do not conflict with Title 47 of the Code of Federal Regulations.

4. Should Title 47 of the Code of Federal Regulations be amended it is the intention and stated policy of the Waterford Pointe Homeowners Association, Inc. to comply with The Code of Federal Regulations including any amendment thereto occurring subsequent to the date of this Resolution.

DATED, RESOLVED AND APPROVED this 19 day of MARCH 2013

Edward J Mangold  
EDWARD J. MANGOLD, Secretary

Attest:

Gerald Heron  
GERALD J. HERON, Treasurer

STATE OF FLORIDA  
COUNTY OF BREVARD

THIS DAY there personally appeared before me Edward J. Mangold, as Secretary of the Association and Gerald J. Heron, as Treasurer of the Association acknowledged before me that they executed the foregoing instrument for the purposes therein expressed. On this 19<sup>th</sup> day of March, 2013

Stacey Langendonk  
NOTARY PUBLIC-STATE OF FLORIDA  
My Commission Expires Aug 24, 2013

