

**By-Laws  
Of  
Van Lakes Homeowners Association  
(A Not-For-Profit Corporation)**

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**Article I  
General**

**Section 1: The Name:** The name of the corporation shall be Van Lakes Homeowners Association.

**Section 2: Principal Office:** The principal office of the corporation shall be at 304 Van Lakes Blvd. Auburndale, Florida 33823 Polk County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

**Section 3: Definition and Purpose:** For the purpose hereinafter slated, the term "corporation" shall be equivalent to the term "association" as defined in the Declaration of Covenants, Conditions and Restrictions of Van Lakes as recorded in Official Records Book 2152, page 1133 et seq. of the public records of Polk County, Florida on May 9, 1983.

**Article II  
Directors**

**Section 1: Number and Term:** The number of directors which shall constitute the whole Board shall be not less than nine (9) nor more than eleven (11). All directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting of the membership. At the first annual meeting the members shall elect from among the members of the corporation one director for a term of one year each, two directors for a term of two years each, and two for a term of three years each; at each annual meeting thereafter the members shall elect from among the membership directors for a term of three years each or until their successor shall be elected and shall qualify.

The President, Vice President, Treasurer and Secretary shall be elected by a majority of members for two year terms. Each officer shall hold office until his successor has been duly elected and qualifies.

**Section 2: Vacancy and Replacement:** If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which vacancy occurred. Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

**Section 3: Powers:**

A. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all such powers and do all such lawful acts and things required by the business of the association as are not by statute or by the Certificate of Incorporation, the

Declaration of Covenants, Conditions and Restrictions or by the By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not limited to the following:

(1) To make, levy and collect assessments against members payable in advance. By a majority vote, the Board of Directors may increase the assessments or vote any special assessment in excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in the proportion established hereinafter.

(2) To use and expend the assessments collected to maintain, care for and preserve the common areas as defined in Article I of the Declaration of Covenants, Conditions and Restrictions, other than those portions thereof which are required to be maintained, cared for and preserved by the individual lot or parcel owners.

(3) To make payments for taxes and assessments levied and assessed against the common areas and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(4) to enter into and upon the lots or parcels when necessary and with as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. Each owner of a private dwelling grants a perpetual easement to the association or its duly authorized agents to enter onto his private property at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above said purpose.

(5) To repair and replace common property machinery, equipment and other things.

(6) To insure and keep insured the owners and the association against public liability and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors in the name of the Corporation for the benefit of all the membership.

(7) To collect delinquent assessments by legal action or otherwise; to abate nuisances and to enjoin or seek damages from the owners of the private dwellings for violations of these By-Laws or any other the other governing rules.

(8) To employ a manager if necessary who shall manage the common areas on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the common areas; to employ workmen and gardeners and to purchase supplies and equipment; to enter into contract, and generally to have the powers of manager in connection with the matters set forth herein; or, to enter into Management Contract with a professional management organization within and whereby the management organization is engaged to manage and maintain the common areas upon such terms and conditions as the Board of Directors shall deem appropriate.

(9) To acquire and enter into agreements whereby the Association will acquire leaseholds, membership, and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the subdivision for enjoyment, recreation or other use or benefit of the lot or parcel owners; and to declare the expenses of rentals, membership fees, operations,

replacements and other undertakings in connection therewith to be common expenses and to include covenants and restrictions concerning the use of the same by the lot or parcel owner.

(10) To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board has approved same.

#### **Section 4: Officers**

A. The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation and attested by the Secretary, except where the same are required or permitted by law to be otherwise signed.

B. During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

C. The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when Counter-signed by the President or Vice-President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President or Vice-President. He may be required to give the Corporation a bond in a sum with one or more sureties satisfactory to the board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the Association.

D. The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

**Section 5: Indemnification of Corporate Officers:** Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is a director at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification therein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. There foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

**Section 6: Resignations:** Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

**Article III**  
**Membership**

**Section 1: Definition:** Members of the Association shall be limited to the owner of a lot or parcel in the subdivision who shall automatically become a member of the Association and said membership shall be an incident of ownership and not separately transferrable.

**Section 2: Voting Rights:** Each member shall have those voting rights at all meetings of the members of the Association as set out in Article 2 Paragraph 2 of the Declaration of Covenants, Conditions and Restrictions for Van Lakes. Since Class B membership has ceased, all members shall be entitled to one vote for each lot owned.

**Section 3: Transfer of Membership and Ownership:** Membership in the Corporation may be transferred only as an incident to the transfer of ownership of the transferor's lot or parcel. Unless otherwise provided herein, such transfer shall only be accomplished with the approval of the Board of Directors, which approval shall not be unreasonably withheld.

**Article IV**  
**Meetings of Members**

**Section 1: Annual or Special Meetings:**

A. The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by Law.

B. Any Annual or Special meeting of Members may be held at such place within the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

C. Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

D. Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited

with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time . In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

**Section 2: Membership List:** At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such a list or record to be members may vote at such meeting.

**Section 3: Annual Report:** At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

**Section 4: Rules of Procedure:**

A. Meetings of the members shall be presided over by the following officers, in order of seniority - President, Vice-President or, if neither of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary of the Corporation shall act as Secretary of every meeting. When the Secretary is not available, the Chairman may appoint a Secretary of the meeting.

B. The order of business at all meetings of members shall be as follows:

- Roll Call
- Reading of the minutes of the preceding meeting
- Report of standing committees
- Officer's Reports
- Old Business
- New Business

**Section 5: Right to Vote:** Every member in good standing may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.



**Section 6: Inspectors:** The directors may, but need not appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

**Section 7: Quorum:** Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

**Section 8: Record Date:** The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination or members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business of the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

**Section 9: Membership I.D.:** The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

#### **Article V** **Notices**

**Section 1: Definitions:** Whenever under the provisions of the statutes or of the Certificate of Incorporation or these By-Laws notice is required to be given to any directors or member, it shall not be construed to mean personal notice; but such may be given in writing, by mail, by depositing same in a post office or letter box in a post paid sealed wrapper, addressed to such director or member at such address as appears on the Books of the Corporation.

**Section 2: Service of Notice - Waiver:** Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time states therein shall be deemed the equivalent thereof.

#### **Article VI** **Finances**

**Section 1: Fiscal Year:** The fiscal year shall begin the first day of January.

**Section 2: Checks:** All checks or demands for money and notes of the Corporation shall be signed by any two of the following officers: President, Vice-President, or Treasurer.

**Section 3: Assignments:** The Board of Directors of the Corporation shall, from time to time, fix and determine the sum or sums necessary for the continued operation of the common areas. It shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all lots or parcels and prorated to each of the said lots or parcels in accordance with the provisions contained in the Declaration. Said assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the annual and all special assessments assessed against his own lot or parcel. No members shall be personally liable for any debts of the common area operation.

**Section 4: Operating Account:** There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all annual and special assessments as authorized. Disbursements from said account shall be for the general needs of the Corporation, including but not limited to wages, repairs, maintenance and other operating expenses of the Corporation.

**Section 5: Annual Audit:** An audit of the Accounts of the Association shall be made annually and a copy of the report shall be furnished to each member no later than April 15th of the year following the year for which the report is made.

#### **Article VII**

**Section 1:** The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "non-profit". Said seal may be used in accordance with the directions of the Board of Directors.

#### **Article VIII** **House Rules**

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereinafter be adopted by the Board of Directors, shall govern the use of the lots or parcels located therein, and the conduct of all residents thereof.

A. All common areas shall be used for residential purposes only, for the owners thereof, for their immediate families and social guests, and for tenants occupying said lot or parcel under lease. They may not be used for any business or commercial use whatsoever.

B. Lot or parcel owners shall not use or permit the use of the common areas in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said subdivision.

C. Lot or parcel owners or occupants having pets must keep said pets on leash and said pets shall not be permitted to roam over the subdivision property unless accompanied by the owner or the owner's representative, to the end that the owner's or occupant's pet shall not be permitted to disturb other owners or occupants or to create a condition of nuisance or discomfort to other lot or parcel.

D. Neither lot or parcel owners, occupants nor their guests shall be permitted to park automobiles or other vehicles on any common area within the subdivision property.

#### Article IX Default

In addition to the provisions of Article 3 of the Declaration of Covenants, Conditions and Restrictions, the following applies:

In the event an owner of a lot or parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association through its Board of Directors or manager, may foreclose, the lien encumbering the lot or parcel created by the non-payment of the required monies. In said foreclosure action the plaintiff shall be entitled to the appointment of a receiver. The plaintiff shall also have the right to bid in the lot or parcel at foreclosure sale and to acquire and hold, mortgage and convey the same. A suit to recover a money judgement for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with reasonable attorney's fee.

If any action of foreclosure is brought against the owner of a lot or parcel for the non-payment of monies due the Association or a mortgagee and the interest of said owner in and to the real estate is foreclosed, then at the time of foreclosure sale, the lot or parcel owner's rights in and to the Association shall be similarly foreclosed and a new certificate of beneficial interest shall be issued to the purchaser of said foreclosed lot or parcel at foreclosure sale.

If the Association becomes the owner of the lot or parcel in question, it shall offer said lot or parcel for sale and when such sale is consummated, it shall from the proceeds received from said sale, first deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the lawsuit in question, including reasonable attorney's fees and any and all expenses incurred in the resale of the lot or parcel in question, including advertising expenses, real estate brokerage fees and expenses necessary for refurbishing of the lot or parcel. Any monies remaining shall be payable to the former owner of the lot or parcel so sold.

In the event of violation by the owner of a lot or parcel of the provisions of the Enabling Declaration, Corporate Charter, or Restrictions and By-Laws as are now or hereafter constituted, the Association may, after giving thirty (30) days notice to said owner, by direction of its Board of Directors, bring a court action on said violation and shall have the right to petition for cancellation of the lot or parcel owner's interest in his lot or parcel. If such be granted by the Court, then the interest of the violating lot or parcel owner shall be foreclosed in accordance with the then existing Florida laws relating to the foreclosure of either mortgages or liens whichever



shall be more applicable. Each owner of a lot or parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance.

**Section 1: Surrender of Lot or Parcel:** In the event of the legal termination of a certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned lot or parcel to the Association in good condition and the Association shall have the right to re-enter and to repossess the lot or parcel. The member for himself, and any successor in interest by operation of law or otherwise hereby waives any and all notice and demand for possession if such be required by law.

**Article X**  
**Amendment**

These restrictions and By-Laws may only be altered, amended or added to at any duly called meeting of the members provided (1) that the notice of meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirement for such purpose shall be a majority of all members. In addition, it shall be necessary to secure a three fourths (3/4ths) vote of all persons constituting the quorum in order to amend the restriction and By-Laws.

**Article XI**  
**Construction**

Whenever the masculine singular form of a pronoun is used in these By-Laws is shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed to void or be or become unenforceable at law in in equity, the remaining provisions of this instrument shall, nevertheless be and remain in full force and effect.

**Article XII**  
**Arbitration**

Any questions arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon the said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statutes 1967, Chapter 682, et seq. or its successor.

**Article XIII**  
**Miscellaneous**

**Section 1:** The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

**Section 2:** Under no circumstances shall Association property be leased or operated for profit.

**Section 3:** The breach of any of the foregoing provisions, conditions, restrictions or covenants, shall not defeat or render invalid the lien of any mortgage or deed to trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose Grantor's title thereto is or was acquired by foreclosure, Trustee's sale or otherwise. This provision is not meant to bind the foreclosing mortgagees to the rules contained herein for transfer of ownership interests in and to the lot or parcel. However, any mortgagee upon any lot or parcel agrees that with this one exceptin it shall comply with all other rules, regulations and By-Laws of the Association and its subsequent transferee shall thereafter similarly be bound by all of the Association rules, regulations and By-Laws.

Recorded May 19, 1987, this updated version of the By-Laws of the Association was adopted by the Van Lakes Homeowners Association, Inc., Board of Directors, on May, 12, 1987.