

**BYLAWS
OF
VILLAGES OF DEVONSHIRE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.
GENERAL**

Section 1. **Name.** The name of the corporation shall be VILLAGES OF DEVONSHIRE HOMEOWNERS ASSOCIATION, INC. ("Association").

Section 2. **Principal Office.** The principal office of the Association shall be at: 5911 Breckenridge Pkwy., Suite H, Tampa, Florida 33610, or such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. **Definitions.**

A. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of a residential subdivision to be known as Villages of Devonshire pursuant to a plat or plats to be recorded in the Public Records of Hillsborough County, Florida (the "Subdivision"), and, unless otherwise specified herein, all terms used herein shall be defined as set forth in such Declaration.

B. The property is subject to that certain Declaration of Covenants, Conditions and Restrictions of Arbor Greene, recorded at Official Records Book 8381, Page 1616, Public Records of Hillsborough County, Florida, as amended and restated pursuant to that Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Greene, recorded at Official Records Book 8473, Page 1973, Public Records of Hillsborough County, Florida, as amended from time to time, which shall hereinafter collectively be referred to as the Master Declaration ("Master Declaration").

**ARTICLE II.
DIRECTORS**

Section 1. **First Board of Directors.**

A. The Board of Directors shall initially be composed of three (3) Directors. The Declarant shall have the right to appoint all of the members of the Board of Directors until the Termination Date of the Class B membership described in Article V herein, at which time the Class A Members shall be entitled to elect two (2) members of the Board of Directors and the Declarant shall continue to be entitled to appoint at least one (1) member of the Board of Directors until such time as the Declarant holds less than five percent (5%) of the Lots for sale in the ordinary course of business in the Subdivision.

B. Within sixty (60) days after the Class A Members are entitled to elect one or more members of the Board of Directors, the Association shall call, and give not less than ten (10) days nor more than sixty (60) days notice of, a meeting of the Class A Members for this purpose. Such meeting may be called and a notice given by any Class A Member if the Association fails to do so.

C. All Directors who are not subject to appointment by Declarant shall be elected by the Members. Elections shall be by plurality vote.

D. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed and substituted by Declarant, at its sole option and discretion.

E. At such time as the Class A Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of all of the Class A Members of the Association entitled to vote. In the event of death, resignation or removal of an elected Director, his successor shall be elected by the remaining Directors and shall serve the unexpired term of his predecessor.

Section 2. **Number and Term.** Following the Termination Date, the Board shall be composed of at least three (3) and no more than nine (9) Director(s) and the number of Directors for each year shall be the same as the number in the prior year unless the number has been increased or decreased by a vote of at least two-thirds (2/3) of all members of the Association, but in no event shall the Board be composed of less than three (3) Directors. The term of each elected Director shall expire upon the election of his successor at the next succeeding annual meeting of Members. Commencing with the first annual meeting that either follows or constitutes the "turnover" meeting, all Directors elected by the Members shall be elected on a staggered two (2) year term basis. Accordingly, at such meeting, the one-half (2) of the elected Directors receiving the highest number of votes, and, in addition, if there are an odd number of Directors elected, the Director receiving the next highest number of votes, shall serve two (2) year terms and the other elected Directors shall serve one (1) year terms. At each annual meeting of the Members thereafter, Directors shall be elected for two (2) year terms to fill the vacancy of those Directors whose terms are then expiring. Elections shall be by plural vote. In the event additional Directors are elected at any annual meeting to fill new directorships created by expansion of the Board, such Directors shall be elected, in the manner set forth above, for one (1) or two (2) year terms as may be appropriate to make even, or as nearly even as possible, the number of Directors serving one (1) and two (2) year terms. Each elected Director shall serve until his respective successor has been duly elected and qualified, or until his earlier resignation, removal or death.

Section 3. **Vacancy and Replacement.** If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. In the event there are no Directors remaining,

the successor or successors shall, at a special meeting of the Members called for such purpose, be chosen by a plurality vote of all of the Class A Members of the Association entitled to vote. Notwithstanding the foregoing, any Director appointed by the Declarant may be replaced solely by the Declarant.

Section 4. **Removal.** Any member of the Board of Directors (other than those appointed by the Declarant) may be recalled and removed from office with or without cause by a majority vote of the Class A Members of the Association entitled to vote. A special meeting of the Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Members giving notice of the meeting as required to for a meeting of Members and the notice shall state the purpose of the meeting. The Directors need not be Members of the Association or residents of the State of Florida. If any Director who is also a Member fails to pay any Assessment levied by the Board of Directors, whether a regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director. The provisions of this Section shall not be applicable to Directors appointed by the Declarant. Declarant appointed Directors shall be removable with or without cause at the sole discretion of the Declarant.

Section 5. **Powers.** The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, Master Declaration or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in the Governing Documents and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all Lots which are subject to Assessment pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any Lot subject to Assessment for delinquent and unpaid Assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such Assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in the Governing Documents.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes of which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or Assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce, by any and all lawful means, the provisions of the Governing Documents.

J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as may otherwise be prohibited herein.

Section 11. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such.

Section 12. **Meetings.**

A. The first and annual meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the annual meeting of the Members, provided a quorum shall then be present, or as soon thereafter as may be practicable.

B. Special meetings of the Directors shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting.

C. Meetings of the Board of Directors shall be open to all Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Except in cases of emergency, notices of such meetings shall be posted conspicuously on the Property at least forty-eight (48) hours in advance of such meetings. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board

meeting shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notices for meetings of the Board of Directors at which Assessments will be levied shall state that Assessments will be considered and describe the nature of the Assessments.

D. A majority of the Board of Directors shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. A member of the Board of Directors may join by written concurrence in any specific action taken at a meeting of the Board of Directors but such concurrence may not be used for the purposes of establishing a quorum.

Section 5. **Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 10. **Accounting Records.** The Association shall maintain accounting records according to good accounting practices, consistently applied, which shall be open to inspection by all Members or their authorized representatives at a reasonable time. Financial statements of the Association shall be prepared within sixty (60) days after the close of the fiscal year, and shall, upon written request, be supplied at least annually to all Members or their authorized representatives at no charge to the Members. Such records shall include, but are not limited to, a record of all receipts and expenditures, the beginning and ending cash balances, and an account for each Owner which shall designate the name and address of the Owner, the amount of each Assessment, the due dates and amounts of the Assessments, the amounts paid upon the account and the balance due.

ARTICLE III. OFFICERS

Section 1. **Executive Officers.** The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary of the Association. The President, Secretary and Treasurer of the Association must, at all times after Class A Members are entitled to elect a majority of the

Board of Directors, be Resident Owners. (The term "Resident Owner" shall, for this purpose, mean an Owner who personally occupies his Residence for a minimum of 183 days of the calendar year or whose parent, spouse or child occupies the Residence for said period of time.) If the Board of Directors so determines, there may be one or more Vice Presidents.

Section 2. **Subordinate Officers.** The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. **Tenure of Officers: Removal.** All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. **The President.**

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board of Directors all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. **The Vice President.** The Vice President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. **The Secretary.**

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection at any reasonable time, by all Members, or their authorized representatives, and by the Board of Directors. The minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws, the Articles or as otherwise required by law.

C. He shall be the custodian of all corporate records including those described in ' 720.303(4) of the Florida Statutes, as amended, and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. **The Treasurer.**

A. The Treasurer shall cause the Association to keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as authorized by the Board of Directors, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board of Directors for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

D. He shall prepare and deliver the annual budget and financial statements and, at such times as may be required by law or otherwise determined by the Board of Directors, shall arrange for audits or reviews of the Association's books by outside accountants.

Section 8. **Vacancies.** If the office of the President, Vice President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. **Resignations.** Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. **Committees.** The Board of Directors may appoint one or more executive or other committees whose duties and responsibilities shall be determined from time to time by the Board of Directors.

ARTICLE IV. **MEMBERSHIP**

Section 1. **Membership.** Each Owner (including a corporate owner and Declarant when an Owner) of a Lot within the Property shall be a Member of the Association and membership in the Association shall be limited to Owners of Lots within the Property.

Section 2. **Transfer of Membership and Ownership.** Membership in the Association may be transferred only as an incident to the transfer of the transferor's Lot.

Section 3. **Powers and Duties.** The powers and duties of the Association shall include those set forth in the various provisions of the Declaration, Master Declaration, the Articles of Incorporation and these Bylaws.

ARTICLE V. **MEETINGS OF MEMBERSHIP**

Section 1. **Place.** All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section 2. **Annual Meeting.**

A. The first annual meeting of Members shall be held during the first two weeks in March of the year following the issuance of the first certificate of occupancy for a Residence within the Property.

B. Regular annual meetings subsequent to the first meeting shall be held during the first two weeks of every March.

C. At the annual meetings, subject to the provisions of Article II, Section 1, of these Bylaws, the Class A Members, by majority vote (cumulative voting prohibited), shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. When a quorum is present at any annual meeting, a majority of the Class A and Class B Member votes cast in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes or Governing Documents, requires a different vote, in which case such express provision shall govern and control the decision of such question.

E. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A duly executed and acknowledged affidavit of an officer of the Association affirming that notices of the meeting were mailed or hand delivered, in accordance with this paragraph, shall be proof of such mailing, and shall be retained as part of the official records of the Association. A notice of such meeting shall be posted at a conspicuous place on the Property at least fourteen (14) days prior to the meeting.

Section 3. **Membership List.** At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, with the mailing address of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. **Special Meetings.**

A. Except as otherwise provided in the Articles, special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members or a majority of the members of the Board of Directors. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Except as otherwise provided in the Articles, written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as it appears on the books of the Association

at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Property at least five (5) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. Except as otherwise provided in the Articles or these Bylaws, when a quorum is present at any special meeting, two-thirds (2/3) of the votes cast in person or represented by written proxy or a majority of all Members, whichever is less, shall decide any question properly brought before the meeting.

Section 5. **Quorum.** Members owning thirty percent (30%) of the Membership Interests entitled to vote, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. (23)

Section 6. **Right to Vote.**

A. The Association shall have two (2) classes of voting Members:

(1) **Class A:** Each Lot Owner shall be a Class A Member. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person or persons authorized to cast said Lot vote, any one of whom may vote at any meeting on behalf of the Lot. If the same is not on file prior to any meeting of the Members, then any one individual or any authorized officer may cast said Lot vote. Notwithstanding the above, if: (i) no certificate of designation is on file, and all Owners of a Lot are present, either in person or by proxy, and cast their votes unanimously; or (ii) all those designated in the certificate to vote on behalf of the Lot are present, either in person or by proxy, and cast their vote, unanimously, then said votes shall be counted and considered as one vote for each Lot so owned.

(2) **Class B:** The Declarant, or its successors or assigns, shall be the Class B Member (also a "Member"). The Class B membership shall terminate on the earlier of the occurrence of one of the following events (the "Termination Date");

(i) the Declarant so elects by written notice to the Association, or

(ii) three (3) months after Declarant has conveyed ninety percent (90%) of all Lots to Members other than builders, contractors, or others who purchase Lots for the purpose of constructing improvements thereon for sale.

(3) Prior to the Termination Date, the Class B Member shall be entitled to three (3) votes for each Lot it owns. Except as otherwise provided in the Governing Documents or under applicable Florida law, a majority (more than fifty percent (50%) of the Class A and Class B Member votes cast in person or represented by written proxy, shall decide any question properly brought before a special or annual meeting of the Members.

B. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. Each proxy shall specifically set forth the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

Section 7. **Waiver and Consent.** Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these Bylaws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 8. **Order of Business.** The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of prior meeting.
- D. Officers' reports.
- E. Committee reports.
- F. Elections.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

ARTICLE VI. **NOTICES**

Section 1. **Definition.** Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these Bylaws or the Declaration.

Section 2. **Service of Notice - Waiver.** Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. A waiver shall not dispense with or lessen the number of Members required for a quorum.

Section 3. **Address.** The address for notice to the Association is: 5911 Breckenridge Pkwy., Suite H, Tampa, Florida 33610.

ARTICLE VII. **FINANCES**

Section 1. **Fiscal Year.** The fiscal year shall be the calendar year.

Section 2. **Checks.** All checks or demands for money and notes of the Association shall be signed by any two (2) of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. **Determination of Assessments.**

A. (1) The Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Association.

(2) Funds for the payment of Common Expenses shall be assessed against Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Areas within the Property.

(4) Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Directors has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. **Annual Budget.**

A. A copy of the Association's proposed annual budget of Common Expenses in a form required under ' 720 of the Florida Statutes, as amended, shall be mailed to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Owners.

B. The Board of Directors may approve annual budgets without the necessity of Owner approval so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Directors adopts a budget which requires Assessments for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Members to the Board of Directors, shall call a special meeting of the Members within thirty (30) days, upon not less than ten (10) days' written notice to each Member. At the special meeting, Members shall consider and enact a budget, the adoption of which shall require a vote of not less than a majority vote of all Members. The Board of Directors may propose a budget to the Members at a meeting of Members or in writing, and if the budget or proposed budget is approved by a majority of the Members at the meeting or by a majority of all Members in writing, the budget shall be adopted. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Property shall be excluded from the computation. However, as long as the Declarant is in control of the Board of Directors, the Board of Directors shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of persons owning a majority of all Lots.

Section 5. **Working Capital and Reserve Accounts.**

A. The Board of Directors may from time to time establish, as part of the regular Assessment or by special Assessment, an operating capital fund which may be utilized for payment of Common Expenses of the Association in excess of the Assessments collected from Owners on a monthly basis.

B. The Board of Directors may establish, as part of the annual budget, reserve accounts for capital expenditures and deferred maintenance for items including, but not

limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. However, the Members of the Association may by a majority vote at a duly called meeting of the Association, elect for a fiscal year to provide no reserves or reserves less adequate than required by the above-stated formula.

C. The Board of Directors shall have the right to assess Owners to establish a reserve account for the future replacement of or additions to the Common Area and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. **Limitation on Expenditures.** After the election by Class A Members of a majority of the Board of Directors any single item of expenditure for the improvement of the Common Areas exceeding Twenty-Five Thousand Dollars (\$25,000.00) shall require the specific approval of a majority of the Class A Members whether or not adoption of the entire budget requires their approval pursuant to Section 4 of this Article VII.

Section 7. **Application of Payments and Commingling of Funds.** All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. Notwithstanding the foregoing, sums collected for reserves shall be placed in a separate account from other funds of the Association. All Assessments shall be applied as provided herein and in the Declaration.

Section 8. **Fidelity Bonds for Officers.** The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bond or bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or over which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, any management firm retained by the Association, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall indemnify any "person", as defined in the Declaration, who was or is a party or threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall

not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

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

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

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

ARTICLE IX.
DEFAULT

Section 1. **Delinquent Payment of Assessments.** If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board of Directors) after the due date, a late fee of thirty-five dollars (\$35.00) per month (or such greater amount established by the Board of Directors) beginning from the due date until paid in full, may be levied. The Association may, at any time thereafter, bring any action at law against the Owner personally obligated to pay the same, and/or foreclose a lien against the Lot, or both. The Association shall not be required to begin such action if it believes the best interest of the Association would not be served by doing so. It shall be added to the Assessment of all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorney's fees and paraprofessional fees, at all level of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for the Assessments by non-use of, or the waiver of the right to use the Common Areas or by abandonment of the Lot.

Section 2. **Non-Monetary Defaults.** In the event of a violation of any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Declaration, the Master Declaration, the Articles of Incorporation, these Bylaws, or any restriction set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option:

A. **Specific Performance.** Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

B. **Damages.** Commence any action to recover damages; and/or

C. **Corrective Action.** Take any and all action reasonably necessary to correct such violation, which action may include, without limitation, removing any buildings or improvements for which architectural approval has not been obtained, or perform any maintenance required to be performed by the Governing Documents, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents, the Master Declaration, or any restrictions set forth by the Board of Directors.

All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorney's fees and disbursements through the appellate level, shall be a Specific Assessment, as defined in the Declaration, assessed against the applicable Owner, and shall be due upon written demand by the Association.

Any amount due to Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of thirty-five dollars (\$35.00) and interest at a rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot.

Section 3. **Consent.** Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Owners, and to preserve each Owner's right to enjoy his Lot or Residence free from unreasonable restraint and nuisance.

ARTICLE X.

OBLIGATIONS OF MEMBERS

In addition to other obligations and duties set out in the Declaration and Master Declaration, and subject to any other provisions set forth therein and in the Articles of Incorporation of the Association, these Bylaws and the Rules and Regulations adopted pursuant to these Bylaws, each Member of the Association shall:

Section 1. **Residence Occupancy.** Use or permit his Residence to be used exclusively for residential purposes by himself, approved lessees, family members and guests.

Section 2. **Assessments.** Promptly pay any and all Assessments levied against him by the Association.

Section 3. **Conformity with Declarations and Articles of Incorporation.** Neither use nor permit the use of his Lot or Residence for any purpose other than as permitted by the Declaration and in conformity with the Articles of Incorporation of the Association.

Section 4. **Conformity with Bylaws and Rules and Regulations.** Conform to and abide by the Bylaws and Rules and Regulations of the Association which may be adopted in writing from time to time by the Board of Directors of the Association or its designee relative to the Lots, the Residences, the Common Areas or the use thereof.

Section 5. **Compliance with Laws.** Comply with all laws, orders, codes, and regulations of federal, state, county, municipal and other governmental authorities relative to the operation or use of his Lot or Residence.

Section 6. **Nuisance.** Neither use nor permit the use of his Residence, Lot or the Common Areas in any manner which will be disturbing or be a nuisance to other Owners, or in any way be injurious to the reputation of Villages of Devonshire.

ARTICLE XI.

AMENDMENT

A. These Bylaws may be amended by affirmative vote of fifty percent (50%) of the total votes of the Association membership (not just those voting) except that no Amendment to these Bylaws shall be effective which would contravene the Declaration, Master Declaration or the Articles of Incorporation of the Association.

B. No amendment to the Bylaws shall be passed without the consent or joinder of the Declarant so long as Declarant remains a Class B Member in the Association.

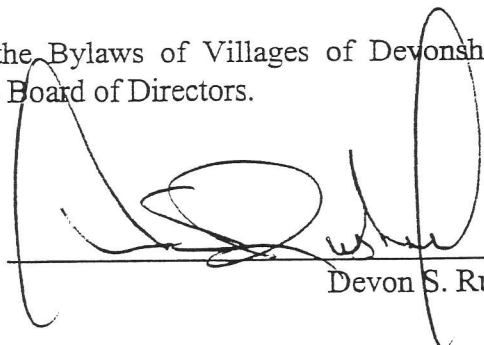
C. No amendment to the Bylaws shall be passed which would operate to impair or prejudice the rights or liabilities of any Institutional Lender holding a lien upon a Lot or Residence.

D. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language; "Substantial rewording of Bylaw. See Bylaw _____ for present text". Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XII
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these Bylaws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect. Wherever possible, these Bylaws shall be construed consistently with Florida law, the Declaration, Master Declaration and the Articles of Incorporation. However, in the event of any conflict or inconsistency the provisions of Florida law, the Declaration and Articles of Incorporation shall govern and these Bylaws shall be given effect to the extent not inconsistent therewith.

The foregoing were adopted as the Bylaws of Villages of Devonshire Homeowners Association, Inc. at the first meeting of its Board of Directors.



Devon S. Rushnell, Secretary