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 12/07/2005 04:09:50 PM
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**AFFIDAVIT OF DENNIS A. HORAZAK
 CONCERNING THE BYLAWS OF WATERFORD LAKES TRACT N-25A
 NEIGHBORHOOD ASSOCIATION, INC.**

I, Dennis A. Horazak, on oath hereby depose and swear that:

1. My name is Dennis A. Horazak. All statements made herein are made of my own personal knowledge.
2. I am the president of the Waterford Lakes Tract N-25A Neighborhood Association, Inc. ("Cypress Isles"). This Association is responsible for the operation of the Waterford Lakes Subdivision as described in the "Declaration of Neighborhood Covenants, Conditions and Restrictions of Waterford Lakes Tract N-25A Neighborhood Association, Inc." ("the Declaration"), as originally recorded in the Public Records of Orange County, Florida at Official Record Book 4745, Page 266.
3. The Bylaws of the Association have not been recorded in the Public Records of Orange County. Recording of the Bylaws would be advantageous to owners and prospective purchasers in the community.
4. Attached hereto as Exhibit "A" is a true and complete copy of the Bylaws of Waterford Lakes Tract N-25A Neighborhood Association, Inc.

Signed under the Pains and Penalties of Perjury this 28th day of November 2005.

WATERFORD LAKES TRACT N-25A NEIGHBORHOOD
 ASSOCIATION, INC.

By: Dennis A. Horazak
 Dennis A. Horazak, President

STATE OF FLORIDA :
 COUNTY OF ORANGE :

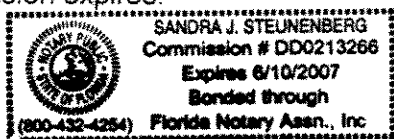
BEFORE ME, the undersigned authority, personally appeared DENNIS A. HORAZAK, PRESIDENT, personally known to me or who produced N/A as identification, and ~~did~~ did not take an oath, and acknowledged before me that he freely and voluntarily executed the same in such capacity, under authority vested in his.

WITNESS my hand and official seal in the State and County last aforesaid, this 28th day of November, 2005.

Sandra J. Steunenber
 Notary Public, State of Florida at Large

Printed Name: Sandra J. Steunenber

My commission expires:



**BY-LAWS OF
WATERFORD LAKES TRACT N-25A
NEIGHBORHOOD ASSOCIATION, INC.**

TABLE OF CONTENTS

	Page
ARTICLE I. GENERAL PLAN OF OWNERSHIP.....	1
Section 1. Name	1
Section 2. By-Laws Applicability	1
Section 3. Personal Application	1
ARTICLE II. MEMBERSHIP. VOTING RIGHTS, MAJORITY OF QUORUM, PROXIES	1
Section 1. Membership.....	1
Section 2. Voting Rights	1
Section 3. Majority of Quorum	1
Section 4. Quorum.....	2
Section 5. Proxies.....	2
ARTICLE III. ADMINISTRATION	2
Section 1. Place of Meetings of Members.....	2
Section 2. Annual Meetings	2
Section 3. Special Meetings of Members.....	2
Section 4. Notice of Meetings of Members.....	3
Section 5. Adjourned Meetings.....	3
Section 6. Order of Business.....	3
Section 7. Action Without Meeting.....	3
Section 8. Consent of Absentees.....	3
Section 9. Minutes, Presumption of Notice.....	4
ARTICLE IV. BOARD OF DIRECTORS	4
Section 1. Number, Term and Qualifications	4
Section 2. Powers and Duties.....	4
Section 3. Special Powers and Duties.....	4
Section 4. Management Agent.....	7
Section 5. Election and Term of Office.....	7
Section 6. Vacancies.....	7
Section 7. Removal of Directors.....	7
Section 8. Organization Meeting.....	7
Section 9. Other Regular Meeting	7
Section 10. Special Meeting	8
Section 11. Waiver of Notice.....	8
Section 12. Quorum and Adjournment.....	8
Section 13. Action Without Meeting.....	8
Section 14. Fidelity Bonds.....	8
Section 15. Committees.....	8
ARTICLE V. OFFICERS	9
Section 1. Designation.....	9
Section 2. Election of Officers.....	9
Section 3. Removal of Officers.....	9

Section 4. Compensation.....	9
Section 5. President.....	9
Section 6. Vice President.....	10
Section 7. Secretary.....	10
Section 8. Treasurer.....	10
ARTICLE VI. OBLIGATIONS OF OWNERS FOR ASSESSMENTS.....	10
Section 1. Payment.....	10
Section 2. Special Assessments.....	11
Section 3. Past Due Assessments.....	11
Section 4. Collection Procedures.....	11
ARTICLE VII. AMENDMENTS TO BY-LAWS.....	12
Section 1. Proposal.....	12
Section 2. Notice.....	12
Section 3. Resolution.....	12
Section 4. Approval.....	12
Section 5. Limitation.....	12
Section 6. Recording.....	13
ARTICLE VIII. MORTGAGES.....	13
ARTICLE IX. MEANING OF TERMS.....	13
ARTICLE X. CONFLICTING PROVISIONS.....	13
ARTICLE XI. MISCELLANEOUS.....	13
Section 1. Execution of Documents.....	13
Section 2. Inspection of By-Laws.....	13
Section 3. Fiscal Year.....	14
CERTIFICATION.....	14

BY-LAWS OF
WATERFORD LAKES TRACT N-25A
NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I

GENERAL PLAN OF OWNERSHIP

Section 1. Name

The name of the corporation is **WATERFORD LAKES TRACT N-25A NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not for profit corporation, and is hereafter referred to as the "Neighborhood Association". The principal office of the corporation shall be located in the State of Florida.

Section 2. By-Laws Applicability

The provisions of these By-Laws are applicable to the Neighborhood Association.

Section 3. Personal Application

All present and future condominium associations, homeowner associations, Owners and their tenants, guests and invitees are subject to the regulations set forth in these By-Laws and in the Declaration of Covenants and Restrictions of Waterford Lakes Tract N-25A Neighborhood Association, Inc. recorded among the Public Records of Orange County, Florida (the "Neighborhood Declaration").

The recording of a declaration authorizing the creation of a homeowners' association and the mere acquisition of a Lot or acquisition or rental of any Unit or the mere act of occupancy of any Unit signify that these By-Laws are accepted, ratified, and will be complied with.

Terms used herein shall have the meanings as described to them in the Neighborhood Declaration, unless the context indicates otherwise.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS, MAJORITY OF QUORUM, QUORUM, PROXIES

Section 1. Membership

Every Owner shall be a Member of the Neighborhood Association. Memberships in the Neighborhood Association shall not be assignable, except to the successor-in-interest of the Member.

Section 2. Voting Rights

Each Member shall be entitled to one (1) vote for each Unit owned by the Member. In no event shall more than one (1) vote be cast with respect to any Unit.

Section 3. Majority of Quorum

Unless otherwise expressly provided in these By-Laws or the Neighborhood Declaration, any action which may be taken by the Neighborhood Association may be taken by a majority of a quorum of the Members of the Neighborhood Association.

Section 4. Quorum

A quorum at a Members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. If any proposed meeting cannot be organized because a quorum has not been attained, (notwithstanding anything contained herein to the contrary) at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided) the presence either in person or by proxy of persons entitled to cast one third (33-1/3 %) of the votes of the entire membership shall constitute a quorum at such new meeting or meetings; it being intended that in the event a majority quorum cannot be obtained at any meeting of the Members, that the quorum requirements be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At any such new meeting or meetings at which a quorum exists any business may be transacted as at the meeting originally called.

Section 5. Proxies

Votes may be cast in person or by General Proxy. A General Proxy form is used by a member who is unable to attend a Members' meeting. The Member appoints another person (called a proxy) to act on the Member's behalf and vote on all matters presented at the meeting. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease after completion of the meeting for which the proxy was filed, and upon conveyance by the Member of his Unit.

ARTICLE III

ADMINISTRATION

Section 1. Place of Meetings of Members

Meetings of the Members shall be held within the Neighborhood or such other suitable place as close thereto as practicable in Orange County, convenient to the Owners as may be designated by the Board of Directors.

Section 2. Annual Meetings

The first annual meeting of the Members shall be held on the date at the place and at that the time, as determined by the Board of Directors, provided, however, that said meeting shall be held, to the extent possible, within one (1) year from the date of incorporation of the Association. Thereafter, the annual meeting of the Association shall be held on the anniversary date of the first annual meeting; provided, however, that should the anniversary date fall on a legal holiday, then such annual meeting of the Members shall be held on the next day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors, in accordance with the requirements of Section 5 of Article IV of these By-Laws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting, and at the second annual meeting, Directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a Director resigns before the expiration of his term of office, each Director shall hold his office until his successor has been elected and the first meeting involving such successor is held. The term of office of any Director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the un-served term of his predecessor.

Section 3. Special Meetings of Members

Special meetings of the Members may be called at any time by the President or by a majority of a quorum of the Board of Directors, or upon a petition signed by Members holding at least twenty-

five percent (25%) of the voting power of the Members having been presented to the Secretary. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

No business shall be transacted at a special meeting except as stated in the notice, unless by consent of those Members holding at least four-fifths (4/5) of the voting power of the Neighborhood Association, either in person or by proxy.

Section 4. Notice of Meetings of Members.

It shall be the duty of the Secretary to mail a notice of each annual or special meeting of Members stating the purpose thereof as well as the day, hour, and place where it is to be held, to each Member of record at least thirty (30) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Association Property.

Section 5. Adjourned Meetings.

If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a reduced quorum as provided in Article II, Section 4 hereof, is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. The notice of the newly scheduled meeting shall provide for among other things that the quorum requirement has been reduced; and that quorum shall be attained by the presence either in person or by proxy of persons entitled to cast 33-1/3% of the votes of the entire membership. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

Section 6. Order of Business.

The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of inspector of election; (g) election of Directors; (h) unfinished business; and (i) new business. Meetings of Members shall be conducted by the officers of the Neighborhood Association in order of their priority.

Section 7. Action Without Meeting.

Any action, which under the provisions of Florida law may be taken at a meeting of the Members, may be taken without a meeting if authorized by a writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and such writing is filed with the Secretary.

Section 8. Consent of Absentees.

The transaction of any meeting of Members, either annual or special, however called and noticed, shall have such validity as if transacted at a meeting duly held after regular call and notice as if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Minutes, Presumption of Notice.

Minutes or similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number, Term and Qualifications.

The affairs of this Neighborhood Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons as is determined from time to time by the Members at the annual or special meeting. All Directors shall be Delegates appointed by Members of the Neighborhood Association. The term of each Director's service shall extend until the next annual meeting of the Members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Article IV, Section 7 below. No Member of the Neighborhood Association shall be eligible to serve on the Board of Directors unless such Member is (a) a Member in good standing, and (b) not in violation of any of the terms and conditions of the Neighborhood Association.

Section 2. Powers and Duties.

The Board of Directors has the powers and duties necessary for the administration of the affairs of the Neighborhood Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done exclusively by the Members.

Section 3. Special Powers and Duties.

Without prejudice to such foregoing general powers and duties and such powers and duties as are set forth in the Neighborhood Declaration and Articles of Incorporation, the Board of Directors is vested with, and responsible for, the following powers and duties:

- (a) To select, appoint, and remove all officers, agents and employees of the Neighborhood Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Neighborhood Declaration and these By-Laws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board.
- (b) To conduct, manage and control the affairs and business of the Neighborhood Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Neighborhood Declaration, and these By-Laws, as the Board may deem necessary or advisable.
- (c) To change the principal office for the transaction of the business of the Neighborhood Association from one location to another within the State of Florida as provided in Article I, Section 1 hereof; to designate any place within said State for the holding of any annual or special meeting or meetings of Members consistent with the provisions of Article III Sections 2 and 3 hereof.
- (d) To enforce the provisions of the Neighborhood Declaration covering the Neighborhood Common Area, and areas on which the Neighborhood Association has

an easement (the "Easement Areas"), these By-Laws or other agreements of the Neighborhood Association

- (e) To adopt such uniform and reasonable rules and regulations as the Board may deem necessary for the management of the Neighborhood Common Area and Easement Areas, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of Directors attached to a copy of the rules and regulations of the Neighborhood Association, and (2) they are posted in a conspicuous place in or near the Neighborhood Common Area. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of any Member or Owner as established by the Neighborhood Declaration, the Articles of Incorporation of the Neighborhood Association and these By-Laws and such rules and regulations shall be enforceable only to the extent that they are consistent with the Neighborhood Declaration, the Articles of Incorporation and these By-Laws.
- (f) To delegate its powers according to law, and subject to the approval of the Members, to adopt these By-Laws.
- (g) To grant easements where necessary for utilities and sewer facilities over the Neighborhood Common Area to serve the Neighborhood Association.
- (h) To make available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided by State law.
- (i) To host or sponsor events and functions (with or without charging fees), publish and distribute information and newsletters (in whatever medium it deems suitable) and promote, enhance, and carry on any activities which it believes to be in the best interests of the Association.
- (j) To prepare and adopt, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses.
- (k) To provide for the operation, care, upkeep, and maintenance of the Area of Common Responsibility.
- (l) To open bank accounts on behalf of the Association and designate the signatories required.
- (m) To deposit all funds received on behalf of the Association in a bank depository, which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks.
- (n) To keep books with detailed accounts of the receipts and expenditures of the Association.

- (o) To borrow money and to incur indebtedness for the purpose of the Neighborhood Association, and to cause to be executed and delivered therefor, in the Neighborhood Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges hypothecations or other evidences of debt and securities therefor.
- (p) To fix and levy from time to time Assessments upon the Owners, as provided in the Neighborhood Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the general benefit and welfare of the Neighborhood Association and its Members in accordance with the provisions of the Neighborhood Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable in the interest of the Neighborhood Association or welfare of its Members. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion is authorized to enforce the payment of such delinquent assessments as provided in the Neighborhood Declaration.
- (q) The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in manner consistent with generally accepted accounting principles, and at no greater than annual intervals shall obtain an independent audit of such books and records. A copy of each such audit shall be delivered to a Member within sixty (60) days after the completion of such audit upon written request from a Member.
- (r) To contract for and pay fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the Members, the Neighborhood Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Neighborhood Common Areas and Easement Areas, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Neighborhood Association.
- (s) To contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Neighborhood Common Area, Public Areas, and Easement Areas and to employ personnel necessary for the operation of the Neighborhood Common Area, Public Areas and Easement Areas, including legal and accounting services, and to contract for and pay for improvements to the Neighborhood Common Area, Public Areas and Easement Areas.
- (t) In the event of liquidation or dissolution of the Neighborhood Association, the assets of the Neighborhood Association shall be distributed according to Article XVI Section 14 of the Neighborhood Declaration. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Neighborhood Association, and after distribution of all property held or acquired by the Neighborhood Association under the terms of a specific trust or trusts.

Section 4. Management Agent.

The Board shall have the option to employ a managing agent to manage the Neighborhood Common Area and Easement Areas and the affairs of the Neighborhood Association who shall perform such duties and services as the Board shall authorize.

Section 5. Election and Term of Office.

Subject to Article IV, Section 1 above, at the first annual meeting of the Neighborhood Association, and thereafter at each annual meeting of the Members, Directors shall be elected by secret written ballot by a plurality of Members as provided in these By-Laws, each Member voting being entitled to cast its votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that an annual meeting is not held, or the Board is not elected thereat, the Board may be elected at a special meeting of the Members held for that purpose. Each Director shall hold office until his successor has been elected or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which he may serve.

Section 6. Vacancies.

Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Members of the Neighborhood Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and such person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Neighborhood Association, or a special meeting of the Members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 7. Removal of Directors.

At any regular or special meeting of the Members duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members of the Neighborhood Association, and a successor may then and there be elected by a majority vote of the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meetings.

Section 8. Organization Meeting.

The first regular ("organization") meeting of a newly elected Board of Directors shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Other Regular Meeting.

Other regular meetings of the Board of Directors shall be open to the Members and may be held at such time and place in or near the Neighborhood as shall be determined, from time to time by a resolution adopted by a majority of a quorum of the Directors; provided, however, that such meeting shall be held no less frequently than quarterly. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the Neighborhood Common Area.

Section 10. Special Meeting.

Special meetings of the Board of Directors shall be open to all Members and may be called by the President (or, if he is absent or refused to act, by the Vice President) or by any two (2) Directors. At least seventy-two (72) hours notice shall be given to each Director personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place or places in or near the Neighborhood. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Neighborhood Association, and shall be deemed given, if not actually received earlier, at 5:00 P.M. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 11. Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however, called and notice or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Neighborhood Association or made a part of the minutes of the meeting.

Section 12. Quorum and Adjournment.

Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Action Without Meeting.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 14. Fidelity Bonds.

The Board of Directors may require that all officers and employees of the Neighborhood Association handling or responsible for Neighborhood Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Neighborhood Association.

Section 15. Committees.

The Board of Directors by resolution may from time to time designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, shall state the purposes of the committee, and shall provide for

reports, termination, and other administrative matters as deemed appropriate by the Board.

ARTICLE V

OFFICERS

Section 1. Designation.

The principal officers of the Neighborhood Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers other than the President and Vice President need not be Directors. The office of Secretary and Treasurer may be held by the same person, but the office of President and Secretary may not be held by the same person.

Section 2. Election of Officers.

The officers of the Neighborhood Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board of Directors, and each officer shall hold his office until he shall resign or be removed or otherwise disqualified to serve, or his successor shall be elected and qualified to serve. No Member of the Neighborhood Association shall be eligible to be an officer of the Neighborhood Association unless such person (1) is a Member in good standing of the Neighborhood Association, and (2) is not in violation of any of the terms and conditions of the Neighborhood Declaration.

Section 3. Removal of Officers.

Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Neighborhood Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

Section 4. Compensation.

Agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Officers of the Board shall receive such reasonable compensation for their services as may be authorized or ratified by the Members. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee.

Section 5. President.

The President shall be the chief executive officer of the Neighborhood Association. He shall preside at all meetings of the Neighborhood Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President including but not limited to the power, subject to the provisions of Article IV, Section 15, to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Neighborhood Association. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Neighborhood Association. The President shall be ex-officio a member of all standing committees, and he shall have such other powers and duties as may be prescribed by the

Board of Directors or these By-Laws of the Neighborhood Association.

Section 6. Vice President.

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent, disabled, refuses or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these By-Laws of the Neighborhood Association.

Section 7. Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Neighborhood Association at the principal office of the Neighborhood Association or at such other places as the Board of Directors may order. The Secretary shall have charge of such books and papers as the Board of Directors may direct. The Secretary shall give, or cause to be given, notice of meetings of the Members of the Neighborhood Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain or cause to be maintained a book of record Owners, listing the names and addresses of the Owners and such books shall be changed only at such time as satisfactory evidence of a change in ownership of a Unit is presented to the Secretary or the agent maintaining the book. In case where an agent maintains the book of record Owners, such agent shall supply updated copies of said book to the Secretary no less frequently than four times per year. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Treasurer.

The Treasurer shall have responsibility for Neighborhood Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and business transactions of the Neighborhood Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Neighborhood Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Neighborhood Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall co-sign all checks and promissory notes on behalf of the Neighborhood Association. The Treasurer shall disburse the funds of the Neighborhood Association as may be ordered by the Board of Directors, in accordance with the Declaration, shall render to the President and Directors, upon request, an account of all of the financial transactions and of the financial conditions of the Neighborhood Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE VI

OBLIGATIONS OF OWNERS FOR ASSESSMENTS

Section 1. Payment.

The Neighborhood Association shall obtain funds with which to operate by assessment of each Member in accordance with the provisions of the Neighborhood Declaration as supplemented by the provisions of the Articles of the Neighborhood Association relating thereto. Said assessments shall be payable quarterly, in advance, without notice, and shall be due on the first day of each quarter. Unless otherwise required by the Board, assessments may not be made payable less frequently than quarterly.

Section 2. Special Assessments.

Special Assessments for charges by the Neighborhood Association against Members for other than Common Expenses or for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be levied in accordance with Article VI, Section 7 of the Neighborhood Declaration.

Section 3. Past Due Assessments.

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in Article VI, Section 11 of the Neighborhood Declaration and can result in the filing of a claim of lien as set forth in Article XVI, Section 10 of the Neighborhood Declaration and in Article VI, Section 4 of these By-Laws (below).

Section 4. Collection Procedures.

All payments shall be mailed in time to arrive on or before the due date. The mailing of any notice or payment, postage prepaid, in the manner provided in this Section, shall be considered received, if not actually received earlier, at 5:00 p.m. on the second day after said notice has been deposited in a regular depository of the United States mail.

Late Notice – If full payment has not been received by 10 days after payment due date, the Board or its agent shall send a late notice to the Owner requesting full payment and warning them that the cost of collection will be added to their account when the account becomes 30 days late.

Intent to Lien - If full payment has not been received by 30 days after payment due date, the Board or its agent shall send a letter to the Owner by certified and regular mail demanding full payment within 15 days of receipt of said notice, asserting an intent to place a lien against the Owner if full payment is not received within 15 days, and assessing the additional cost of collection to the Owner. The cost of collection represents the time and expense of researching the account and preparing, certifying, and mailing the letter.

Place Lien. - If full payment has not been received within 15 days after Owner receipt of Intent to Lien, the Board shall decide whether to direct the Association's attorney to file a claim of lien against the Owner. The Board or its agent shall send notice of such filing to the Owner, assessing the additional attorney fee to the Owner, and demanding full payment within 30 days of receipt of said notice.

Final Demand. - If full payment has not been received within 30 days after Owner receipt of Lien notice, the Association's attorney will send a Final Demand letter to the Owner, assessing the additional attorney fee to the Owner, and demanding full payment within 10 days of receipt of said notice.

Title Report. - If full payment has not been received within 10 days after Owner receipt of Final Demand notice, the Association's attorney will order a title report, assessing the additional fees to the Owner.

Foreclosure. - If the title report is in favor of Association (judgments against Owner) and full payment has not been received, the Association's attorney will file a lien foreclosure, assessing an additional fee to the Owner.

The Board may, at its sole discretion and without notice, modify any or all collection procedures in response to special circumstances for individual cases.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

Section 1. Proposal.

Amendments to these By-Laws may be proposed by the Board of Directors (the "Board") of the Neighborhood Association by resolutions adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the vote of a majority of a quorum of Members present in person or by proxy at a special or regular meeting of the Members or by written instrument signed by them. Such proposed amendment or amendments shall be transmitted to the President of the Neighborhood Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Neighborhood Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.

Section 2. Notice.

It shall be the duty of the Secretary to give each Member written notice of such meeting, stating the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than thirty (30) days nor more than sixty (60) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Neighborhood Association, with postage thereon prepaid. Any Member may waive such notice by written waiver of notice signed by such Member, and such waiver when filed in the records of the Neighborhood Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

Section 3. Resolution.

At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any member of the Board of Directors of the Neighborhood Association, or by any member of the Neighborhood Association, present in person or by proxy.

Section 4. Approval.

Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these By-Laws shall require the affirmative vote of a majority of the Board of Directors of the Neighborhood Association, and the affirmative vote of not less than two-thirds (2/3) of the votes of the Members of the Neighborhood Association. Directors and Members of the Neighborhood Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Neighborhood Association prior to the commencement of the meeting.

Section 5. Limitation.

Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Owners without approval in writing by all Members. No amendment shall be made that is in conflict with the Neighborhood Declaration.

Section 6. Recording.

Such amendment or amendments of these By-Laws shall be transcribed and certified in such form as may be necessary to file the same in the office of the Neighborhood Association and shall be recorded in the Public Records of Orange County, Florida within sixty (60) days from the date on which the same is approved in accordance with section 4 of this article.

ARTICLE VIII

MORTGAGES

The Board of Directors of the Neighborhood Association shall at the request of a Mortgagee of a Unit report any unpaid assessments due from the Owner of such Unit, in accordance with the provisions of the Neighborhood Declaration.

ARTICLE IX

MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Neighborhood Declaration, which terms include without limitation: "Owner", "Board", "Unit", "Articles", "Member", "Mortgage", "Mortgagee", and "Common Assessments"

ARTICLE X

CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final Court determination to such effect, but all other By-Laws shall remain in full force and effect. In a case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of conflict between the Neighborhood Declaration and these By-Laws, the Neighborhood Declaration shall control.

ARTICLE XI

MISCELLANEOUS

Section 1. Execution of Documents.

The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Neighborhood Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, committee member, or employee shall have any power or authority to bind the Neighborhood Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 2. Inspection of By-Laws.

The Neighborhood Association shall keep in its office for the transaction of business the

original or a copy of these By-Laws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members and all First Mortgagees at all reasonable times during office hours.

Section 3. Fiscal Year.

The fiscal year of the Neighborhood Association shall be determined by the Board of Directors and having been so determined is subject to change from time to time as the Board of Directors shall determine.

CERTIFICATION

WE HEREBY CERTIFY that the foregoing By-Laws of the Neighborhood Association were duly adopted by the Board of Directors of the Neighborhood Association in a meeting held for such purpose on the 15th day of November 2005


Dennis Horazak, President


Michael Krantz, Secretary