

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 13    #Names: 2    Serv: 0.00  
Trust: 7.00    Rec: 53.00    Excise: 0.00  
Mtg: 0.00    Int Tax: 0.00



CFN 2000250184    12-28-2000 01:47 pm  
OR Book/Page: 4268 / 0277

BYLAWS  
OF  
SAWGRASS KEY AT SUNTREE HOMEOWNERS ASSOCIATION, INC.

A Corporation Not for Profit  
Under the Laws of the State of Florida

These are the Bylaws of Sawgrass Key at Suntree Homeowners Association, Inc. (hereinafter for convenience called the "Association"), a corporation not for profit, incorporated under the laws of the State of Florida.

ARTICLE I  
ASSOCIATION

Section 1.1. Office. The initial registered office of the corporation shall be at 7205 Waelti Drive, Melbourne, FL 32940, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2. Fiscal Year. The fiscal year of the Association shall be January 1 to December 31 of each year.

ARTICLE II  
DEFINITIONS

All terms defined in the Declaration of Covenants and Restrictions for Sawgrass Key at Suntree recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Brevard County, Florida (the "Covenants"), shall have the same meanings when used herein.

ARTICLE III  
MEMBERSHIP

The members of the Association shall be those persons described in Article V of the Articles of Incorporation.

ARTICLE IV  
VOTING RIGHTS

Each class of membership shall have the voting rights set forth in Article V of the Articles of Incorporation.

ARTICLE V  
BOARD OF DIRECTORS

Section 5.1. Selection; Terms of Office. Until the time at which the Class B membership terminates, the Board of Directors shall consist of three (3) members, who shall be selected at the times and in the manner set forth in Section 5.2 hereof. After the time at which the Class B membership terminates, the Board of Directors shall be elected at the time set forth in Section 5.3 and in the manner set forth in Article VI of these Bylaws.

Section 5.2. Designation of Directors by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be appointed by the Class B Member.

Any Director or Directors appointed by the Class B Member may be removed at any time, with or without cause, by the Class B Member at any regular or special meeting or by written action without a meeting, and the successor of such removed Director may be designated by the Class B Member.

Section 5.3. Election of Directors by the Class A Members. After the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be elected in the following manner:

5.3.1. The incumbent Board of Directors designated by the Class B Member shall hold office until the election of their successors by the Class A Members at the first meeting of the Class A Members which shall be held for this purpose within four (4) months after the termination of the Class B membership.

5.3.2. At the first meeting of the Class A Members there shall be elected in the manner set forth in Article VI of these Bylaws three (3) Directors. One (1) of such Directors shall be elected for two (2) years and two (2) such Directors shall be elected for one (1) year.

5.3.3 The Class B Member shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the lots of all phases of the subdivision that will ultimately be operated by the Association.

Section 5.4. Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Class A Members or appointed by the Class B Member, as the case may be, who were entitled to elect the Director, at the next



annual meeting of the Members or at any special meeting duly called for that purpose.

## ARTICLE VI ELECTION PROCEDURE

Section 6.1. Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. The persons receiving the largest number of votes shall be elected.

Section 6.2. Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Class A members shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors, one (1) of whom shall be a director, and two (2) of whom shall be non-directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election.

In addition, nominations for the Board of Directors may be made by petition signed by more than ten (10) voting members of the Association, provided that such petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected.

Section 6.3. Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by the petition timely filed with the Secretary of the Association.

Section 6.4. Voting Procedures. The member designated by the Owners of a Lot to cast the vote for the lot shall receive the ballot for such Lot at or prior to the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consist of three (3) members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall:

6.4.1. Establish that the number of ballots turned in by each member correspond with the number of Lots owned by such member or his proxy identified on the ballot.



6.4.2. If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these Bylaws and that such proxy is valid.

The procedure shall be taken in such a manner that the vote of any member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the elections shall be announced at the annual meeting and, if desired by the Board, by written announcement to the members. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five (35%) of the members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

## ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2. Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these Bylaws shall become operative.

Section 7.3. Duties. It shall be the duty of the Board of Directors:

7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2. To supervise all officers, agents and employees of the Association.

7.3.3. To fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date any payment of such Assessment is due.

7.3.4. To prepare a roster of the Lots and Assessments applicable



thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send written notice of each Assessment to every Member.

7.3.5. To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment which is stated to have been paid.

7.3.6. To obtain and maintain an insurance policy or insurance policies for the protection of the Association covering the Common Property and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7. To make available to owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, Articles, Bylaws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

7.3.8. To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding year.

7.3.9. To make, amend, and rescind from time to time operating rules of the Common Property and the Association and to assess fines for violation of the Covenants and the operating rules.

## ARTICLE VIII DIRECTORS MEETINGS

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice. Notice of Board of Directors meetings shall be provided as required by Florida Statute. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday. An assessment may not be levied at a Board Meeting unless



Notice of the meeting includes a statement that assessments will be considered and the nature of the assessment.

Section 8.3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director except in the case of an emergency.

Section 8.4. Waivers, Consents and Approvals. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or whenever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present 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 approval shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

## ARTICLE IX OFFICERS

Section 9.1. Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President shall be a member of the Board of Directors.

Section 9.2. Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3. Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of



the Board of Directors and the proper operation of the Association.

Section 9.5. Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all members of the Association together with their addresses as registered by such members.

Section 9.7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall keep proper books of account and cause financial statements to be made at the completion of each fiscal year. He shall prepare the annual budgets and an annual balance sheet statement and statement of receipts and disbursements shall be presented to the membership at or before its regular annual meeting.

## ARTICLE X COMMITTEES

Section 10.1 Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable. Each standing committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors. The standing committees may be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2 Review of Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

Section 10.3 Committee Meetings. All meetings of committees must be open to all members except for meetings between a committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise governed by the attorney-client privilege. Notice of all committee meetings must be posted in a conspicuous place in the community at least 48 hours



in advance of a committee meeting except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of committee meeting must be mailed or delivered to each member at least seven days before the committee meeting, except in an emergency. Committee members may not vote by proxy or by secret ballot at a committee meeting except that secret ballots may be used in election of officers.

## ARTICLE XI MEETINGS OF MEMBERS

Section 11.1 Annual Meeting. Within four (4) months after the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the first regular annual meeting of the Association shall be held at a time and place to be set by the Class B Member. Unless there are matters requiring the approval of the Class A Members, the Class B Member does not intend to conduct an annual meeting of the Association until the Class B membership terminates. Any action required to be taken prior to the termination of the Class B membership that does not require approval of the Class A Members may be taken under Section 607.394, Florida Statutes.

The first annual meeting of the Class A Members shall be held on a date selected by the Class B Member within four (4) months after the termination of the Class B membership. Thereafter, the regular annual meeting of the Members shall be held at 7:00 P.M. on the first Tuesday in March of each ensuing year provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meetings shall be determined by the Board of Directors.

Section 11.2. Special Meetings. Special meetings of members may be called at any time by the President, the Vice President, the Secretary or the Treasurer or by any two (2) or more members of the Board of Directors. After termination of the Class B Membership, special meetings of Class A Members may be called upon the written request of the members who have the right to cast one-fifth (1/5) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Class A Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be





transacted.

Section 11.4. Quorum. The presence at the meetings of members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes entitled to be cast shall constitute a quorum for any actions unless it is provided otherwise in the Declaration or the Articles of Incorporation, or elsewhere in these Bylaws.

## ARTICLE XII PROXIES

Section 12.1. Form of Vote. At all meetings of members, each member entitled to vote may vote in person or by proxy.

Section 12.2. Proxies. All proxies shall conform to the requirements and be effective in accordance with the applicable Florida Statutes.

## ARTICLE XIII LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address of the Lot on which a security interest is held, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Section 13.1. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 13.2. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners' association.

Section 13.3. Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 13.4. Any action which affects title to Common Property.

## ARTICLE XIV INSURANCE AND FIDELITY BONDS

Section 14.1. To the extent that coverage is available, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.



Section 14.2. There shall be no judicial partition of the Common Property or any other part thereof, nor shall any person acquiring any interest in the Common Property or any part thereof seek such judicial partition. This provision may not be amended without the consent of all members and the holders of mortgages on Lots.

## ARTICLE XV INDEMNIFICATION

Section 15.1 Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' 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, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 15.2 Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amount paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however that no person shall be entitled to indemnification under this Section 15.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 15.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action,



suit or proceeding referred to in Section 15.1 or 15.2 of this Article XV, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 15.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 15.1 or 15.2 of this Article XV shall be indemnified unless pursuant to a determination by a court or unless the board of directors or the members in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification rights to any person including without limitation those persons referred to in Sections 15.1 and 15.2 of this Article XV, in each case except as otherwise ordered by a court or prohibited by law.

## ARTICLE XVI CONTRACTS

The Association, prior to passage of control to the Class A Members, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

## ARTICLE XVII RESERVES

Section 17.1. Reserves for Replacement. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and the portions of the Lots which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

Section 17.2. Working Capital. A working capital fund is required for the initial months of the project's operation equal to at least two (2) months' assessments for each Lot. Each Lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in an account for the use and benefit of the Association. The purpose of the funds is to insure that the Association Board will have cash available to meet unforeseen expenditures or to acquire additional equipment or services



deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

ARTICLE XVIII  
INSPECTION OF BOOKS AND PAPERS

The bookkeeping records, of the Association shall at all times, during reasonable business hours, be subject to the inspection by any member and by any holder of a first mortgage on any Lot.

ARTICLE XIX  
AMENDMENT OF BYLAWS

At any time prior to the turnover date these Bylaws may be amended by the Developer and Master Developer. After the turnover date, if the Developer or Master Developer continue to own a Lot or Lots in the Subdivision, an amendment must be approved by the Developer and Master Developer and the affirmative vote of 2/3rds of the members of the Association entitled to vote thereon. After the turnover, if the Developer and Master Developer no longer own a Lot in the Subdivision, an amendment must be approved solely by the affirmative vote of 2/3rds of the members of the Association entitled to vote thereon.



CFN 2000250184

OR Book/Page: 4268 / 0288

*Carolyn S. Gullledge*

**Carolyn S. Gullledge, Secretary**

G:\WFDOC\875\sawgrass key\bylaw final  
revision 12/18/00  
21



CFN 2000250184

OR Book/Page: 4268 / 0289