

# Windtree Oaks Homeowners' Association, Inc.

Bylaws



CONDOMINIUM  
MANAGEMENT  
GROUP, INC.

BYLAWS  
OF  
WINDTREE OAKS HOMEOWNERS' ASSOCIATION, INC.  
a corporation not for profit  
under the laws of the State of Florida

ARTICLE 1

GENERAL

Section 1.1 IDENTITY. These are the Bylaws of Windtree Oaks Homeowners' Association, Inc., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 617, Florida Statutes.

Section 1.2 FISCAL YEAR. The fiscal year of the Association shall be as is determined by the Board of Directors.

Section 1.3 SEAL. The seal of the association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 1.4 DEFINITIONS. The terms used herein shall be defined as follows:

- (a) "Articles" shall mean the Articles of Incorporation for the Association.
- (b) "Board of Directors" or "Board" shall mean the elected body for the Association having its normal meaning under Florida corporate law.
- (c) "Bylaws" shall mean this document.
- (d) "Common Improvements" shall mean signage at the entrances to the Project and the Perimeter Wall constructed around the perimeter of the Project along the north and west perimeters of the Project upon Lot 1 and Lots 22 through 39, inclusive.
- (e) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including reasonable reserves if adopted by the Board; all as may be found to be necessary and appropriate by the Board pursuant to the Enabling Documents.
- (f) "Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Windtree Oaks.



- (g) "Developer or Declarant" shall mean Pinellas Service Corporation, its successors and assigns.
- (h) "Enabling Documents" shall mean the Declaration, Articles and Bylaws.
- (i) "Lot" shall mean and refer to any residential lot as reflected on the recorded Plat of the Project.
- (j) "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.
- (k) "Mortgage" shall mean and refer to a mortgage lien placed on any Residential Lot.
- (l) "Mortgagee" shall mean and refer to a holder of a Mortgage.
- (m) "Mortgagor" shall mean and refer to a Person who has placed a Mortgage on a Residential Lot.
- (n) "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.
- (o) "Properties" or "Project" shall mean the property as defined and described in the Declaration, and commonly known as "Windtree Oaks".
- (p) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- (q) "Residential Dwelling" shall mean and refer to any residential structure located on a Lot.
- (r) "Turnover" shall mean where, as provided and allowed, by the Declaration, the Developer has transferred control of the Association to a Board, the majority of whom have been elected by the Members of the Association.

## ARTICLE 2

### BOARD OF DIRECTORS

#### Section 2.1 NUMBER AND QUALIFICATION.

- (a) The affairs of the Association shall be governed by a Board of Directors consisting of no less than three members and no more than five persons, all of whom, excepting the members of the Board of Directors appointed by the Developer, shall be Lot Owners. Should any Lot be owned by a partnership or corporation, in a fiduciary capacity or otherwise, any shareholder, director, officer, general partner or employee of such Owner shall be eligible to serve as a director. At any meeting at which directors are to be elected, the Lot Owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the corporation statutes of the State of Florida.
- (b) The terms of at least one-third of the members of the Board of Directors shall expire annually.

Section 2.2 VACANCY AND REPLACEMENT. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, 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 term in respect to which such vacancy occurred; provided, however, during such time as the Developer shall be entitled to elect Members of the Board, only the Developer may remove or replace directors appointed by it.

Section 2.3 REMOVAL. Except as provided herein, directors may be removed, with or without cause, by an affirmative vote of a majority of the Members at any regular or special meeting of the membership of the association.

Section 2.4 INITIAL BOARD OF DIRECTORS. The directors of the initial Board shall hold office and exercise all powers of the Board until the first election of the Board, anything herein to the contrary notwithstanding; provided any or all said directors shall be subject to replacement in the event of resignation or death, as above provided.

#### Section 2.5 POWERS OF BOARD OF DIRECTORS.

- (a) The Board shall effect all of the powers granted to the association by Chapter 617, Florida Statutes, the Declaration or as granted by Article 5 of the Articles of Incorporation of the Association, except as may be specifically prohibited therein or by these Bylaws.



- (b) The Board has the power to adopt and amend Rules and Regulations (the "Regulations") as authorized by Section 5.3(a) of the Articles, except the power to adopt or amend the Regulations shall be limited so that all Regulations and their amendments (except the initial Regulations and their amendments) shall be repealed if written notice of an objection to any Regulation or amendment is filed by a majority of the Members within ninety days after notice of the adoption of the Regulation or amendment is furnished to the Members. The Regulations of the Association, until amended, shall be as set forth in Exhibit "1" attached hereto by reference. Amended regulations shall be maintained by the secretary and furnished to each Member when changed by the Board.
- (c) The directors may, pursuant to Florida Statutes 617.10(3) impose fines in such reasonable sums as they deem appropriate, not to exceed one hundred fifty dollars against Lot owners for violations of the Declaration, Articles, these Bylaws or the rules and regulations, by owners or their guests or lessees and to collect the same as an assessment. Each day of violation shall be a separate violation. No fine shall be imposed until the owner(s) has been given an opportunity to be heard before the board.

#### Section 2.6 MEETINGS.

- (a) The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.
- (b) Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board of directors shall constitute a waiver of notice by him of the time and place thereof.
- (c) Special meetings of the board may be called by the president on five days' notice to each director. Special meetings shall be called by the president or secretary in a like manner and on like notice on the written request of three directors.
- (d) All meetings of the board shall be open to members of the association.

Written notice shall be given to all lot owners at least five (5) days prior to any meeting of the Board of Directors if the Board of Directors shall consider assessments against Members, the notice of meeting shall contain a statement that assessments are an agenda item and shall describe the nature of the proposed assessments.

- (e) At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at the meeting at which there is a quorum shall be the act of the Board except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of the Board, the directors present at the meeting may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.
- (f) Each director shall have one vote and such voting may not be by proxy.
- (g) Meetings of the Board may be held by "conference call" so long as all those in attendance at the Board meeting are able to hear and monitor (by loud speaker or other such device) the entire Board meeting and any notice requirements of the section are satisfied.

Section 2.7 TRANSFER OF ASSOCIATION CONTROL. As set forth in Article 3 of the Declaration, control of the Association shall be turned over to the Lot Owners other than the Developer upon termination of the Class "B" membership.

Section 2.8 ORDER OF BUSINESS. The order of business at all meetings of the Board shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of last meeting.



- (e) Resignations and elections.
- (f) Reports of officers and employees.
- (g) Reports of committees.
- (h) Unfinished business.
- (i) Original resolutions and new business.
- (j) Adjournment.

Section 2.9 COMPENSATION. No person shall receive any compensation from the Association for acting as a director.

Section 2.10 ANNUAL STATEMENT. The Board will present, not less often than at the annual meeting, a full and clear statement of the business and condition of the Association.

#### ARTICLE 3

#### OFFICERS

Section 3.1 DESIGNATION. The principal officers of the Association shall be the president, the vice-president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The president and vice-president, but no other officers, need be Members of the Board of Directors. Any two offices may be held by the same person except the offices of president and vice-president. The office of vice-president may be vacant.

Section 3.2 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3.3 REMOVAL OF OFFICERS. Upon the affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3.4 PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a not for profit corporation organized under the laws of the State of Florida, including but not limited to, the power 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 Association.

Section 3.5 VICE-PRESIDENT. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent 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 of Directors to act in the place of the president, 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 by the president.

Section 3.6 SECRETARY. The secretary shall keep the minutes of all meetings of the Members and the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a not for profit corporation organized under the laws of the State of Florida.

Section 3.7 TREASURER. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a not for profit corporation organized under the laws of the State of Florida. He may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board may designate. He may have custody of and shall have the power to endorse for other investment instruments owned or controlled by the Association, or as fiduciary for others.



Section 3.8 AGREEMENTS, CONTRACTS, DEEDS, CHECKS, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

#### ARTICLE 4

##### MEMBERSHIP

Section 4.1 ASSOCIATION MEMBERSHIP. Subject to the provisions of the Declaration, each owner of a Lot shall be a Member of the Association and the Unit Owner(s) of each Lot shall be entitled to cast one vote for each Lot owned.

Section 4.2 VOTING MEMBERS. If only one of the multiple Owners of a Unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners are present, the votes allocated to that Lot may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple Owners casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

Section 4.3 CORPORATE AND PARTNERSHIP OWNERSHIP. A corporate Lot Owner's vote may be cast by any officer of such corporation in the absence of express notice of the designation of a specific Person by the Board of Directors or bylaws of the owning corporation. A partnership Unit Owner's vote may be cast by any general partner of the owning partnership in the absence of express notice of the designation of the specific Person by the owning partnership. The directors may require reasonable evidence that a Person voting on behalf of a corporate Owner or partnership Owner is qualified so to vote.

#### ARTICLE 5

##### MEETINGS OF MEMBERSHIP

Section 5.1 ANNUAL MEMBERS' MEETING. The annual Members' meeting shall be held at a time and place designated by the Board. The meeting shall be held in September of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

Section 5.2 SPECIAL MEETINGS.

- (a) Special meetings of the Members for any purpose or purposes, may be called by the president and shall be called by the president or secretary at the request,

in writing, of one-third of the Members. Such request shall state the purpose or purposes of the proposed meeting.

- (b) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

**Section 5.3 RIGHT TO VOTE.**

- (a) At any meeting of the Members, every vote may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and any adjournments thereof but in no event shall any proxy be valid for a period longer than ninety days after the date of the first meeting for which it was given, and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting.
- (b) The appearance at any meeting of any Member of the Association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such Member.

**Section 5.4 VOTE REQUIRED TO TRANSACT BUSINESS.** When a quorum is present at any meeting, the majority or the vote of the Members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

**Section 5.5 QUORUM.** A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership of the Association, including those Members present in person and those represented by written proxy.

**Section 5.6 WAIVER AND CONSENT.** Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all the Members who would have been entitled to vote upon the action of such meeting if such a meeting were held, shall consent in writing to such action being taken.

**Section 5.7 THE ORDER OF BUSINESS.** The order of business at annual Members' meetings, and as far as practical at other Members' meetings, shall be:



- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice and meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Section 5.8 ELECTION OF NEW DIRECTORS. Within sixty days after Lot Owners other than the developer are entitled to elect a Member or Members of the Board (as provided in Section 2.7 of these Bylaws) the Association shall call and give not less than thirty days nor more than forty days' notice of a membership meeting to be held for the purpose of electing such new directors. Such meeting may be called and notice given by any Lot Owner if the Association shall fail to do so in the time required.

Section 5.9 TURNOVER MEETING. Prior to, or not more than sixty days after Lot Owners other than the Developer are entitled to elect a majority of the Members of the Board (as provided in Section 2.7 of these Bylaws), a membership meeting shall be held for the purpose of relinquishing control of the Association from the Developer to the Members and to delivering to the Association the property of the Lot Owners and of the Association held by or controlled by the Developer.

## ARTICLE 6

### NOTICES

Section 6.1 DEFINITION. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any director or Member, it shall not be construed to mean 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 envelope addressed to the address of the director or Member as it appears on the books of the Association.

Section 6.2 SERVICE OF NOTICE; WAIVER. Whenever any notice is required to be given under the provisions of the

Florida Statutes or of 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.

Section 6.3 NOTICE. Written notice of any annual or special meeting of Members, stating time, place and objective thereof, together with all of the names of the candidates for Board membership, if applicable, shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association. As to any annual meeting, fourteen days' advance written notice shall be given to each Member. The post office certificate of mailing shall be retained as proof of such mailing. As to any special meeting, five days' advance written notice shall be given to each Member. Notice to Members of Board meetings shall be as is provided by Section 2.6 of these Bylaws.

Section 6.4 ACTION BY ASSOCIATION WITHOUT A MEETING. Any action required by Florida Statutes, these Bylaws, or the Articles of Incorporation of this Association to be taken at any annual or special meeting of Members of the Association, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members of the Association having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voted.

#### ARTICLE 7

##### COMPLIANCE AND DEFAULT

Section 7.1 REMEDY. Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Declaration, Articles, these Bylaws and Rules and Regulations. In addition to the remedies provided by the Enabling Documents and the Condominium Act, a default by a Lot Owner shall entitle the Association, acting through its Board of Directors or through its authorized agent, to the following relief:

(a) Additional Liability. Each Lot Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of any Member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Association. Nothing contained



herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Board or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Enabling Documents shall not constitute a waiver of the right of the Association, the Board or the Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board or any Lot Owner pursuant to any term, provision, covenant or condition of the Enabling Documents shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Enabling Documents or at law or in equity.

(d) Interest. In the event of a default by any Lot Owner in paying any sum assessed against his Lot within ten days from when it is due, interest at the highest rate allowable under the laws of the State of Florida may be imposed in the discretion of the Board on the principal amount unpaid from the date due until paid.

(e) Abating and Enjoining Violations by Lot Owners. The violation of any of the Regulations adopted by the Board, the breach of any provision of these Bylaws or the breach of any provision of the Declaration shall give the Board the right, in addition to any other rights set forth in these Bylaws: (i) to enter upon the Lot upon which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(f) Legal Proceedings. Failure to comply with any of the terms of the Enabling Documents shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief

provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board, the managing agent or, if appropriate, by any aggrieved Lot Owner and shall not constitute an election of remedies.

Section 7.2 LIEN FOR ASSESSMENTS.

(a) Lien. The total annual assessment of each Lot Owner for common expenses or any special assessment, or any other sum duly levied (including without limitation fines, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien levied against the Lot of such Lot Owner as provided in Article 9 of the Declaration, which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than seven days after delivery to the Lot Owner of notice of such special assessment or levy. The Board or its agent may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. In any case where an assessment against a Lot Owner is payable in installments, upon a default by such Lot Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Lot Owner and his mortgagee by the Board or the agent of the Board.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the State of Florida, by action in the name of the Board, or the authorized agent of the Board, acting on behalf of the Association.

(d) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.



Section 7.3 SUBORDINATION AND MORTGAGE PROTECTION. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these Bylaws upon any Lot (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of a Mortgagee; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Lot at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein. Anything herein to the contrary notwithstanding, prior to recording a claim of lien, the Association shall give all Mortgagee(s) notice of the lien and a period of ten days in which to cure any default alleged in the claim of lien by the Association.

#### ARTICLE 8

##### PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

#### ARTICLE 9

##### AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the Members by a majority vote of the Members of the Association present in person or proxy at the meeting, and provided that notice of the membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment.

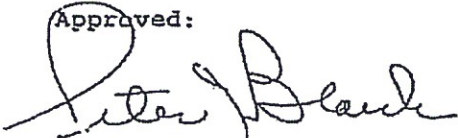
#### ARTICLE 10

##### CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

The foregoing were adopted as the Bylaws of Windtree Oaks Homeowners' Association, Inc., a Florida corporation not-for-profit the 1st day of July, 1983.

  
Alan C. Brown, Secretary

Approved:  
  
Peter J. Blank, President

Not for Resale