

ByLAWS
OF
THE LAURELS
COMMUNITY ASSOCIATION, INC.

IN THE RECORDS OF
JEFFREY K DARIO
CLERK CIRCUIT COURT
INDIAN RIVER CO, FLA

ARTICLE I

IDENTITY

The following ByLaws shall govern the operation of The Laurels Community Association, Inc., hereafter referred to as the "Association."

Section 1: Office - The office of the Association shall be P.O.Box 5332, Vero Beach, Florida 32961 or at such other place as may be subsequently designated by the President of the Board of Directors of the Association or Board of Directors of the Association, hereafter called "The Board."

Section 2: Applicability - All owners, tenants and occupants, their agents, servants, invitees, licensees and employees that use the property or any part thereof are subject to these ByLaws, the articles of incorporation and rules and regulations as may be promulgated from time to time.

Section 3: Seal - The Seal of the corporation shall bear the name of the corporation, and the word "Florida," the words "corporation not for profit" and the year of the incorporation, an impression of which is as follows:

ARTICLE II

Membership, Voting, Quorum, Proxies

Section 1: Membership -

Membership in the Association shall consist of the record owners of Lots in the subdivision known as Laurels Community Association, Inc. according to Plat filed in Plat Book 14, Page 27, public records of Indian River County Florida. Transfer of ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership is to become vested in the transferee.

If ownership is vested in more than one person, then all of the persons so owning said property shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Lot owner shall be cast by the "Voting Member." If ownership is vested in a corporation, said corporation may designate an individual, officer or employee of the corporation as its voting member.

Section 2: Voting -

(a) The owner of each lot shall be entitled to one vote for each lot owned, provided owner's past and current assessment has been paid.

(b) The acts approved by a majority of the members shall be binding upon owners for all purposes, except where otherwise provided by the ByLaws or Articles of Incorporation, in which event the voting percentages required in the ByLaws or Articles of Incorporation shall control.

Section 3: Quorum - A quorum for the transaction of business at the annual meeting or any special meeting shall consist of one-third (1/3) of the total votes of the eligible membership, being present either in person or by proxy, but the members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

Section 4: Proxies - Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth in Section 5 below) and shall be filed with the Secretary of the Association prior the meeting in which they are to be used. Proxies shall be valid only for the particular

meeting designated therein. Where a Lot is owned jointly by a husband and wife and they have not designated one of them as a voting member, a proxy which designates a third person must be signed by both husband and wife.

Section 5: Designation of Voting Member - If a Lot is owned by a corporation or a trust, the officers thereof entitled to cast votes for the lot for the corporation shall be designated for that purpose, signed by the resident or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the votes for a Lot shall also be known as a "voting member." If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or corporation, the votes of the Lots concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the votes for the Lot, Such Certificates shall be valid until revoked or until superseded a subsequent Certificate, or until a change in the ownership of the Lot concerned.

6: Voting Required to Make Decisions - When a quorum is present at any meeting, the vote of a majority of the members' votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these ByLaws or any applicable statute provides otherwise.

Article III

Meeting of the Membership

Section 1: Time - The annual membership meetings shall be held at 7PM, local time, on the third Tuesday in January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal

holiday, the meeting shall be held at the same hour on the next succeeding Tuesday.

Section 2: Place - All meetings of the Association membership shall be held at a location convenient to the members at such place and at such time as shall be designated by the Board of the Association and stated in the Notice of the meeting.

Section 3: Notices - It shall be the duty of the Secretary to deliver a Notice of each annual or special meeting, stating the time and place thereof, to each voting member, at least seven (7) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be served at the address of the Lot owner as it appears on the books of the Association.

Section 4: As per Florida Statute, the Association may send notices and communications for meetings of the board of directors, committee meetings annual and special meetings of the members via e-mail provided a signed, written consent is received from each member. A member may revoke their consent in writing at any time. As per the statute, the association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices. Electronic notices may not be used for the following;

- to recall or remove a Board director or Directors
- notices of hearing on proposed fines or suspension of use rights
- notices of intent to lien

Section 4: Meetings - Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or Secretary at the request in writing, of a majority of the Lot Owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the objects stated in the Notice thereof.

Section 5: Waiver and Consent - Whenever the vote of members at a meeting is required or permitted by any provision 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 one-third (1/3) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent, in writing, to such action being taken; however, notice of such action shall be given to all members.

Section 6: Adjourned Meeting - If any membership meeting cannot be organized because a quorum of voting members is not present, one-third (1/3) either in person or by proxy, the meeting will be adjourned until a quorum is present.

ARTICLE IV

Directors

Section 1: Number, Term and Qualifications - The affairs of the Association shall be managed by a Board Composed of three (3), five (5), or seven (7) persons. The term of each Director's service be one (1) year and shall extend until the next Annual Meeting of the members or until a successor is duly elected and qualified, or until the Director is removed in the manner provided for in Section 3 below.

Section 2: Board of Directors -The Organizational meeting of a newly elected Board of the Association shall be held within fourteen (14) days of their election at such place and a time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum of the Directors shall be present.

Section 3: Removal of Directors - At any time after the first meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes present at said meeting,

and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board may fill the vacancy the manner provided in Section 4 below.

Section 4: Vacancies on Directorate - 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, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred or such vacancy may remain unfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board.

Section 5: Disqualification and Resignation of Directors - Any Director may resign at any time by sending a written Notice of such resignation to the office of the corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title of the Director's Lot shall automatically constitute a resignation, effective when such resignation is accepted by the Board unless the Director continues to own another lot. No member shall continue to serve on the Board should he or she be more than thirty (30) days delinquent in the payment of an assessment (dues) and said delinquency shall automatically constitute a resignation effective when said delinquency is confirmed by the Board.

Section 6: Meetings - Meetings of the Board may be called by the President, and in the President's absence by the Vice President or by a majority of the members of the Board by giving seven (7) days notice in writing, to all of the members of the Board. All notices of meetings shall state the purpose of the meeting.

Section 7: Directors' Waiver of Notice - Before or at any meeting of the Board, any Director may waive notice of such meeting and such

waiver shall be deemed equivalent to the giving notice. Attendance by a Director at any meeting of the Board shall waiver of notice by said Director 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.

Section 8: Quorum - At all meetings of the Board, a majority of Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at such meetings at which quorum is present shall be the acts of the Board. If at any meeting of the Board, there shall be less than a quorum present, the meeting will be adjourned. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 9: Powers and Duties - The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Articles of Incorporation or by these ByLaws directed to be exercised and done by the members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Articles of Incorporation, in these ByLaws, by law, and all powers incidental thereto.

(b) To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ dismiss and control the personnel necessary for the maintenance and preservation of the area described herein, including

the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the facilities and the use and maintenance of any property acquired by the Association.

(e) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board in the management of the business and affairs of the Association. Such committees shall consist of at least three (3) members, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time by the Board, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board as required. The foregoing powers shall be exercised by the Board or its contract employees, subject only to approval by members when such is specifically required.

ARTICLE V

Officers

Section 1: Elective Officers - The principal officers of the Association shall be a President, Vice President, a Secretary and Treasurer, all of whom shall be lot owners and elected by the Board. All officers shall serve without compensation.

Section 2: Election - The officers of the Association designated in Section 1 above, shall be elected by the Board at the membership meeting of each new Board following the meeting of the members.

Section 3: Appointive Officers- - The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary.

Section 4: Term - The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any

officer elected or appointed by the Board may be removed at any time with or without cause by the Board; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5: The President - The President may be a member of the Board; shall be the chief executive officer of the Association; shall preside at all meetings of the Lot Owners and of the Board; shall have executive powers and general supervision over the affairs of the Association and other officers and shall sign all written contracts and perform all of the duties incident to his office which may be delegated from time to time by the Board.

Section 6: The Vice President - The Vice President may be a member of the Board; shall perform all of the duties in the absence of the President and such other duties as may be required from time to time by the Board.

Section 7: The Secretary - The Secretary may be a member of the Board; shall issue Notice of all Board meetings and all meetings of the Lot Owners; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer; shall keep minutes of all meetings and keep a roster of all Lot owners. The Seal of the Corporation shall remain with the Secretary. If an Assistant Secretary is appointed, that person shall perform the duties of the Secretary in the Secretary's absence.

Section 8: The Treasurer - The Treasurer may be a member of the Board and:

(a) shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such

depositories as may be designated from time to time by the Board of the Association and shall submit an annual financial report of the meetings.

(b) shall disburse the funds of the Association as may be ordered by the Board in accordance with these ByLaws, making proper vouchers for such disbursements and shall render to the President and Board at the regular meetings of the Board or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of the Association.

(d) shall give status reports to potential transferees on which reports the transferees may rely.

(e) If an Assistant Treasurer is appointed, that person shall perform the duties of the Treasurer in the Treasurer's absence.

Section 9: The offices of Secretary and Treasurer may be held by one person. All other offices shall be held separately.

ARTICLE VI

Finances and Assessments

Section 1: Depositories - The funds of the Association shall be deposited in such Florida banks and depositories as may be determined by the Board from time to time upon resolution approved by the Board and shall be withdrawn only upon checks and demands for money signed by an officer of the Association as may be designated by the said Board.

Section 2: Fiscal Year - The fiscal year of the Association

shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of: America at such time as the Board deems it advisable.

Section 3: Determination of Assessments -

(a) The Board of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate for the expenses of the Association.

Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association property, utilities, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto including fire insurance and extended coverage and any other expenses designated from time to time by the Board of the Association. The Board is specifically empowered, on behalf of the Association, to make and collect assessments. Each owner of a Lot including the Subdivider, after the initial sale of a lot to an owner, shall pay to the Association a proportionate share of the total amount necessary to cover the estimated costs of the Association in the performance of its duties required or permitted under this Declaration. Such expenses shall include, without limitation, the cost of maintaining the Common Property, paying insurance premiums, taxes, pro-rata cost of maintenance, the cost of labor and equipment and additional amounts necessary to cover the expenses of the Association. Said assessments shall be payable annually, unless otherwise ordered by the Board. Special assessments, should such be required by the Board for the purpose of defraying the cost of new construction or repair or replacement of capital improvements if the Association, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors, provided that any such assessment

must be first approved by two-thirds (2/3) vote of the members. Written notice of any such vote shall be sent to all members at least thirty (30) days in advance of such meeting and shall set forth the purpose of the meeting. The date or dates on which such special assessments shall be due and payable shall be fixed by the Board of the Association.

(b) The total amount necessary to cover the cost of the Association for regular assessments shall be estimated annually by the Board and a budget, therefore, shall be prepared not less than thirty (30) days prior to the end of each fiscal year of the Association, and shall be delivered to each owner. A notice to each owner setting forth the amount of the assessment due and payable with respect to each lot shall be delivered with a copy of the budget. All assessments shall be payable to The Laurels Community Association, Inc. and sent to the address of the President unless another address is designated by the Board and, upon request, said Treasurer shall give receipt for each payment made. The regular assessment shall be payable annually unless otherwise specified by the Board.

(c) The Board, in adopting its budget for each fiscal year, shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a part of the Association property reserves for depreciation; and operations, the amount of which may be to provide working funds or to meet losses.

(d) In establishing future assessments, the total amount of general assessments shall be apportioned equally among all owners on a per lot basis.

(e) Section 4: Co-Mingling of Funds - All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board.

Section 5: Lien for Nonpayment of Association Dues - The Association shall have a lien against each lot to secure payment of any assessment, charge, fine, penalty or other amount due and owing to the Association with respect to the lot, plus legal interest from the date due and payable, plus all costs and expense; collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Florida or as hereinafter set forth.

Section 6: Acceleration of Annual Assessment Installments Upon Default - The Board shall have the power to collect assessments in monthly installments or in any other fashion order by the Board. If a lot owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year on notice thereof to the lot owner and, thereupon, the unpaid balance of the annual assessment shall become due upon the date state in the notice but not less than fifteen (15) days after delivery of or mailing of such notice to the lot owner.

Section 7: Lien - Each of the lots described in the area designated by the Article of Incorporation is hereby made subject to a lien and permanent charge in favor of the Association for annual dues or charges, and special assessments or charges, and each lot hereafter made subject to this Declaration shall automatically be subject to said lien and permanent charge. Any and all of the assessments constitute a permanent charge upon and a continuing lien on the lot to which such assessments relate and such permanent charge and lien shall bind such lot in the hands of any and all persons.

In the event that any assessment shall not have been paid within thirty (30) days of the due date, the Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent member. In the event that any assessment shall not have been paid within fifteen (15) days of the receipt of said delinquency notice, the Treasurer

or shall certify to the Board the name and address as well as the amount in area of the member. The Board shall then cause to be prepared, for execution by the President and Secretary of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Indian River County, Florida. When necessary, on receipt of payment of a delinquent assessment, a satisfaction of lien shall be executed and recorded. In the event that any assessment continues to remain in default, the Association shall pursue its remedies at law or in equity.

ARTICLE VII

Compliance and Default

Section 1: Obligations of members, remedies at law or in equity, levy of fines and suspension of use rights.

Each member and the member's tenants, guests and invitees are governed by, and must comply with the governing documents of the community and the rules and regulations of the Association. Actions at law or failure or refusal to comply with these provisions may be brought by the Association or by any member against:

- (a) The Association;
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these visions; and
- (d) Any tenants, guests or invitees occupying a parcel or using the common areas.

Section 2: Costs and attorneys' Fees - In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the Court.

Section 3: No Waiver of Rights - The failure of the Association

or of a lot owner to enforce any right, provision, covenant, or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the Association or lot owner to enforce such right, provision, covenant, or condition in the future.

Section 4: If the governing documents so provide, The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents.

b) A fine or suspension may not be imposed without notice of at 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

c) The requirements of this subsection do not apply to the imposition of suspension or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

d) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

ARTICLE VIII

Amendments to the Laws

These ByLaws may be altered, amended or added to at any duly called meeting of the lot owners, provided:

(a) Notice of the meeting, shall contain a statement of the proposed amendment.

(b) The amendment shall be approved by the affirmative vote of a two-thirds (2/3) majority of the voting members in attendance at the meeting.

ARTICLE IX

**Liability Survives
Termination of Membership**

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected to said lot owner's ownership and membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE X

Parliamentary Rule

Roberts' Rule of Order (latest edition) shall govern the conduct Association meetings when not in conflict with the Articles of Incorporation or these ByLaws.

ARTICLE XI

Rules and Regulations

The Board may adopt or amend previously adopted administrative Rules and Regulations governing the details and use and maintenance of properties

within the area described in the Articles of Incorporation in order to insure compliance with the restrictive covenants and with the Architectural and Landscaping standards and any facilities or services made available to the lot owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be sent to the members.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these ByLaws, the Articles of Incorporation or the restrictive covenants, the latter shall prevail.

APPROVED AND DECLARED AS THE ByLAWS OF THE LAURELS COMMUNITY ASSOCIATION, INC. AMENDED BY A MAJORITY OF VOTE OF THE COMMUNITY ON FEBRUARY 21, 2017.

Dated this 16th day of November 2017

THE LAURELS COMMUNITY ASSOCIATION, INC.

By: Michael McCann
Michael McCann, President

By: Shaji Mathew
Shaji Mathew, Director

STATE OF FLORIDA

COUNTY OF Indian river

The foregoing instrument was acknowledged before me on this 16th day of November 2017 by Michael McCann, as President and Shaji Mathew, Director of THE LAURELS COMMUNITY ASSOCIATION, INC., a Florida Corporation, on behalf of the Corporation.

Anne H. Sheppard
Notary Public

Printed Name: Anne H. Sheppard

My Commission Expires: 4-19-2020

Commission # _____

