

# **BYLAWS**

## **OF**

### **STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.**

#### **1. IDENTITY.**

These are the Bylaws of STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association" in these Bylaws, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 11th day of March, 2005. The Association has been organized for the purpose of operating, maintaining and managing all of the common areas and facilities of the STONEY BROOK FARM subdivision.

1.1. The regulations as set forth in these Bylaws, the aforesaid Articles of Incorporation and the Declaration of Covenants and Restrictions are binding upon all present or future owners, tenants, their employees or any other person who might use the Association property, or any of the facilities thereof in any manner.

1.2. The office of the Association will be located in Indian River County, Florida, at such place as may, from time to time, be decided by the Board of Directors of the Association.

1.3. The fiscal year of the Association will be the calendar year.

1.4. The seal of the corporation shall be the size of the American silver dollar and shall bear the name of the corporation, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation, an impression of which is as follows:

#### **2. MEMBERS' MEETINGS.**

The members of the Association will be the owners of all of the lots in the STONEY BROOK FARM Subdivision.

2.1. The annual members' meeting will be held in Indian River County, Florida, in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast thirty-three percent (33%) of the votes of the entire membership.

2.3. Notice to all members of meetings, annual or special, shall be given by the President, Vice President, Secretary or other officer of the Association in the absence of the aforesaid officers, to such members, unless waived in writing. The notice shall be written or printed and state the time and place and identify the agenda items for which the meeting is called. The notice shall be mailed to each member not less than fourteen (14) days or more than thirty (30) days prior to the date set for such meeting, and be posted in a conspicuous place on the Association property at least fourteen (14) continuous days preceding the annual meeting. The Board of Directors shall designate a specific location on the Association property upon which all notices of lot owner

meetings shall be posted. If a lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to the one address which the developer initially identified for that purpose and thereafter, as one or more of the owners of the lot shall so advise the Association in writing, or if no address is given, or the owners of the lot do not agree, to the address provided on the deed of record. Notice shall be deemed to be properly given when deposited in the United States mail. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each lot owner at the address last furnished to the Association. Notwithstanding any of the above, if the Association receives a member's consent in writing to receive notice by electronic transmission the Association may notify such members of annual and special meetings of the members electronically.

2.4. A quorum at members' meetings shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership either attending in person or by proxy, but in no case will there be more than one vote per lot.

## **2.5. Voting.**

A. The owner of each lot will be entitled to one vote, and if one owner owns more than one lot he will be entitled to one vote for each lot owned. Notwithstanding anything contained herein to the contrary, the developer shall be entitled to ten ( 10) votes for each such lot until ninety percent (90%) of all of the lots within STONEY BROOK FARM have been conveyed to members. Unless otherwise provided in the Florida Statutes, the Association's Declaration of Covenants and Restrictions, or Articles of Incorporation, Association decisions shall be made by owners of a majority of the voting interests represented at a meeting in which a quorum is present.

B. If a lot is owned by one person, their right to vote will be established by the record title to their lot. If the lot is owned by more than one person, the person entitled to cast the vote for the lot will be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary or Assistant Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. All such certificates shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the lot concerned. If such a certificate is not on file, the vote of such owners will not be considered in determining the requirement for a quorum nor for any other purpose.

C. Approval or disapproval by a lot owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

2.6. Limited Proxies and General Proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves, to waive financial statement requirements, to amend the Declaration of Covenants and Restrictions, to amend the Articles of Incorporation or Bylaws; and for any other matter permitted

by Florida law. Proxies may not be used to elect members to the Board. General proxies may be used for matters for which limited proxies are not required. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the lot owner executing it. Proxies must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Any proxies given to the Board of Directors shall be voted at the direction of a majority of the Board of Directors.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not obtained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at the annual members' meetings and as far as practical at other members' meetings will be:

- A. Calling of the roll and certifying of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers.
- E. Reports of committees.
- F. Election of directors.
- G. Unfinished business.
- H. New business.
- I. Adjournment.

The presiding officer at the membership meetings will be the President, or in the President's absence, the Vice President of the board of directors. In the absence of the President and the Vice President, the directors present will designate one of their numbers to preside.

2.9. Lot owners shall have the right to participate in meetings of lot owners with reference to all designated agenda items and may tape record or video tape meetings of the lot owners. The Association may adopt reasonable rules governing the frequency, duration and manner of lot owner participation and recording of meetings.

### **3. DIRECTORS.**

3.1. Membership. The affairs of the Association will initially be managed by a board of not less than three (3) directors. Commencing with the turnover date there shall not be less than five (5) and not more than nine (9)

directors as determined from time to time by the Association members. Until the turnover date, all of the directors shall be selected by the developer acting in its sole discretion and any director selected by the developer shall serve at the pleasure of the developer. After the turnover date, the members ( which may include the developer) shall elect directors, each of whom will serve on the Board for a term of one (1) year. The turnover date shall mean the date upon which the developer shall relinquish control of the Board and the Association, which shall be that date which is three months after ninety percent (90%) of all lots have been conveyed to members. Not less than thirty (30) days prior to the turnover date, the Association shall give notice to all members, of a turnover meeting, which said turnover meeting shall be held not more than ninety (90) days after the giving of such notice. The purpose of such turnover meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. Notwithstanding the foregoing, the developer shall be entitled to elect at least one director as long as the developer holds for sale in the ordinary course of business, at least five percent (5%) of all lots.

3.2. Election of directors will be conducted in the following manner:

A. Election of directors will be held at the annual members' meetings.

B. The Association's Board of Directors shall be elected by a written ballot, or voting machine or electronically as follows:

1. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each lot owner entitled to vote a first notice of date of election which shall include notification that any lot owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty ( 40) days before a scheduled election, and that they may include an information sheet, no larger than 8 1/2" x 11 ", furnished by the candidate, to be included with the mailing of the ballot.

2. Not less than fourteen (14) days before the election meeting, the Association shall mail and deliver a second notice of the meeting to all lot owners entitled to vote together with a ballot and any information sheets received from candidates.

3. Elections shall be decided by a plurality of written ballots cast regardless of quorum; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

4. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

5. If two or more candidates for the same position receive the same number of votes which would result in one or more candidates not serving or serving a lesser term, the Association shall conduct a run off election in accordance with the following procedures:

a. The only candidates eligible for the run off election to the Board of Directors positions are the candidates who received the tie votes at the previous election.

b. The notice of the run off election shall be mailed, personally delivered or sent electronically to the voters, by the Board of Directors within seven (7) days of the date of the election at which the tie vote occurred. The notice shall inform the voters of the date, time and place of the run off election and shall include a ballot and copies of any candidate's information sheets previously submitted by the run off candidates. The run off election must be held not more than thirty (30) days after the date of the election at which the tie occurred.

C. Except as to vacancies resulting from removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members will be filled by a majority vote of the remaining directors.

D. Any director elected by the members may be removed with or without cause by a vote or agreement in writing of a majority of all lot owners at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created will be filled by the members of the Association.

3.3 The term of each Director's service shall be two (2) years and shall extend until the next annual meeting of the members or until their successor is duly elected and qualified, or until they are removed. In order to stagger the terms of the Board Members, at the first election after this Amendment to the Bylaws is recorded, the two (2) Board Members receiving the highest number of votes shall serve for a term of two (2) years and the remaining Board Members shall serve a term of one (1) year.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally, by U.S. mail or e-mail, at least three (3) days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third ( 1 /3) of the directors. Not less than three (3) days notice of the meeting will be given to each director, personally or by mail or telegraph, which notice will state the time, place and purpose of the meeting.

3.7. Notice of Meetings. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all lot owners. Any lot owner may tape record or video tape meetings of the Board of Directors. Lot owners may speak at such meetings with reference to all designated agenda items and the Association may adopt reasonable rules governing the frequency, duration and manner of lot owner's statements and recording meetings. The Association shall post a notice of all such meetings including the identification of agenda items on Association property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Notwithstanding the above, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding lot use, will be proposed, discussed or approved shall be mailed or delivered to the lot owners and posted conspicuously

on the Association property not less than fourteen (14) days prior to the meeting. The secretary of the Association shall execute an affidavit evidencing compliance with the fourteen (14) day notice requirement and file it among the official records of the Association. Notwithstanding any of the above, if the Association receives a member's consent in writing to receive notice by electronic transmission the Association may notify such members of meetings of the Board of Directors and Committee Meetings requiring notice electronically.

3.8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver will be deemed equivalent to the giving of notice.

3.9. A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation, these Bylaws, the Declaration of Covenants and Restrictions, or the Florida Statutes.

3.10. Adjourned meetings. 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 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.

3.11. Joinder in meeting by written concurrence. A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

3.12. The presiding officer of directors' meetings will be the President, or in the President's absence, the Vice President of the Board of Directors. In the absence of the President and the Vice President, the Directors present will designate one of their numbers to preside.

3.13. The order of business at directors' meetings and as far as practical at other directors' meetings will be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of officers.
- F. Unfinished business.
- G. New business.
- H. Adjournment.

3.14 Director's fees shall not be paid.

#### **4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

4.1. All of the general powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Covenants and Restrictions. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Covenants and Restrictions.

4.2. Emergency powers shall be exercised by the Board of Directors if a quorum of Association directors cannot be readily assembled because of some catastrophic event. In an emergency, the following powers shall apply to the extent not viewed to be in conflict with the Homeowners' Association Act:

A. In anticipation of or during any emergency, the Board of Directors of the Association may:

1. Name as assistant officers persons who are not board members. The assistant officers so named shall have the same authority as the executive officers to whom they are assisting, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and 2. Relocate the principal office or designate alternate principal offices or authorize the officers to do so.

B. During any emergency, notice of a meeting of the Board of Directors shall be given to only those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio, the director or directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association is binding upon the Association and shall have the presumption of being reasonable and necessary.

D. An officer, director or employee of the Association acting in accordance with these emergency powers is only liable for willful misconduct.

E. The provisions of these emergency powers supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

#### **5. OFFICERS.**

5.1. The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary, and a Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting, with or without cause. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall determine is necessary or required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. The President will have all of the powers and duties usually vested in the office of the President of an association, including, but not limited to, the powers

to appoint committees from among the members from time to time, as the President, in the President's discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Vice President in the absence or disability of the President will exercise the powers and perform the duties of the President. The Vice President will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary will keep the minutes of all meetings of the directors and the members. The Secretary will attend to the giving and serving of all notices to the members and directors and other notices required by law. The Secretary will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.5. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer will keep the books of the Association in accordance with good accounting practices; and the Treasurer will perform all other duties incident to the office of Treasurer.

5.6. Officer's Fees shall not be paid.

## **6. FISCAL MANAGEMENT.**

The provisions for fiscal management of the Association will be set forth in the Declaration of Covenants and Restrictions, supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be deemed common expenses:

A. Current expenses, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year will be applied to reduce the assessments for common expense for the succeeding year.

B. Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

C. Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

D. Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.



6.2. Budget. The Board of Directors will adopt a combined budget for each calendar year that will include the estimated funds required to defray the current expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current expense.

B. Reserve for deferred maintenance, the amount of which shall be set and established as required by Florida Statutes.

C. Reserve for replacement, the amount of which shall be set and established as required by Florida Statutes.

D. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.3. Notice. The Board of Directors shall mail the notice of its budgetary meeting and a copy of the proposed annual budget or common expenses which shall be detailed and show the amounts budgeted by accounts and expense classification not less than fourteen (14) days prior to the meeting at which the budget will be considered. If the budget is amended subsequently, notice of the meeting and amendment shall be given in the same manner as for approval of the annual budget.

6.4. Assessments. Assessments against the lot owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due in equal installments on the first day of January and July remaining in the year for which an assessment is due.

6.5. Acceleration of Assessment. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate all remaining installments of the assessment for the year upon notice to the lot owner, and then the unpaid balance of that year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6. Special Assessments. Assessments for Association Expenses that cannot be paid from the annual assessments will be made only after approval of a majority of the Board of Directors. After such approval, the

Special Assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7. The depository of the Association will be such bank, banks or other financial institutions as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. The deposit shall be fully insured. Withdrawal of moneys from such accounts shall be only by such persons as are authorized by the directors.

6.8. An accounting of the financial records of the Association will be made annually and a copy of the accounting report will be furnished to each member not later than April 1 of the year following the year for which the accounting is made.

## **7. PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions, Articles of Incorporation, these Bylaws, or the Florida Statutes.

## **8. AMENDMENTS.**

These Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the members of the Association.

Except as otherwise provided in these Bylaws or Florida law, these Bylaws may be amended by the affirmative vote of not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association.

8.3. Proviso. Provided, however, that no amendment will effect or impair the validity or priority of any mortgage covering any lot, or affect or impair the rights of a lessor under any leases made by the Association.

## **9. ENFORCEMENT OF BYLAWS, RULES AND REGULATIONS.**

The Board of Directors may impose fines up to ten thousand dollars (\$10,000.00) for violations of the Declaration of Covenants and Restrictions, these Bylaws or lawfully adopted Rules and Regulations, by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration of Covenants and Restrictions, these Bylaws and the lawfully adopted Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an

opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

#### **10. INDEMNIFICATION.**

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with any legal proceedings to which they may be a party, or in which they may become involved by reason of their his being or having been an officer or director of the Association, whether or not they are an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if they are adjudged guilty of gross negligence, willful misconduct, or having breached their fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

#### **11. TRANSACTIONS IN WHICH THE DEVELOPER, DIRECTORS OR OFFICERS ARE INTERESTED.**

No contract or transaction between the Association and the developer, or between the Association and one or more of its members, directors or officers, or between the Association and any other entity in which the developer or any of the officers, directors or members of the Association has an interest, shall be invalid, void or voidable, solely for this reason, or solely because such interested person is present at or participates in meetings of the Board, or any committee thereof, which authorized the contract or transaction, or solely because the votes of such interested person(s) are counted for such purpose. Neither the developer nor any director, officer or member of the Association shall incur liability by reason of the fact that the developer, director, officer or member may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

The foregoing were adopted as the Bylaws of STONEY BROOK FARM PROPERTY OWNERS' Association, Inc., a not for profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12th day of July, 2005.

#### **12. DEVELOPER'S RIGHT TO ATTEND MEETINGS.**

Whether or not the Developer owns a lot in Stoney Brook Farm, the Association shall give the Developer no less than thirty (30)- days notice of any Membership Meeting and the Developer's representatives may attend all Members, Board of Directors and Committee Meetings for five (5) years following the date non-developer Association members elect a majority of members of the Board of Directors.