

**AMENDED AND RESTATED BY-LAWS OF  
TOWNPARK MASTER ASSOCIATION, INC.**

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**AMENDED AND RESTATED BY-LAWS OF  
TOWNPARK MASTER ASSOCIATION, INC.**

**A corporation not-for-profit organized  
under the laws of the State of Florida**

1. Identity. These are the Amended and Restated By-Laws of TOWNPARK MASTER ASSOCIATION, INC. (the “**Master Association**”), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a planned residential community known as “**TownPark**”, located in Port St. Lucie, St. Lucie County, Florida.

1.1 Principal Office. The principal office of Master Association shall be at 4400 West Sample Road, Coconut Creek, Florida 33073, or at such other place as may be subsequently designated by the Board of Directors from time to time. All books and records of Master Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of Master Association shall be the calendar year.

1.3 Seal. The seal of the Master Association shall bear the name of Master Association, the word “**Florida**”, the words “**Corporation Not-for-Profit**”, and the year of incorporation.

2. Definitions. For convenience, these Amended and Restated By-Laws shall be referred to as the “**By-Laws**” and the Articles of Incorporation of Master Association as the “**Articles**”. The other initially capitalized terms used and not defined in these By-Laws shall have the same definition and meaning as those set forth in that Declaration of Covenants, Restrictions and Easements for TownPark (“**Declaration**”), unless provided to the contrary in these By-Laws, or unless the context otherwise requires. “**Developer**” shall have the same meaning as “**Declarant**” as set forth in the Declaration.

3. Members. Each Owner and Developer shall be a member (each a “**Member**” and collectively, the “**Members**”) of the Master Association as specified in the Articles and Article 5 of the Declaration. No Person who holds an interest in a Dwelling Unit only as security for performance of an obligation shall be a Member of the Master Association.

3.1 Classes of Voting Membership. The Master Association shall have two (2) classes of Members as described in Article 5 of the Declaration, and each with voting rights as described in these By-Laws and Article 5 of the Declaration.

3.2 Annual Meeting. The annual Members’ meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year. Notwithstanding the foregoing or anything to the contrary in these By-Laws, a Members’ meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend such meeting. To the extent possible, the annual meeting shall be held during September, October, November or December. The purpose of the meeting shall be, except as provided to the contrary in these By-Laws, to elect directors and to transact any other business authorized to be

transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.3 Special Meeting. Special Members' meetings shall be held at such places as provided in these By-Laws for annual meetings, and may be called by the President or by a majority of the Board of Directors. A special meeting must be called by the President or Secretary upon receipt of a written request from twenty percent (20%) of the voting interests of Members of Master Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting and to the extent required by Florida Statutes. Additionally, special Members' meetings may be called upon written application of ten percent (10%) of the Members of Master Association to recall a member or members of the Board of Directors, which special meeting shall be held within thirty (30) days of delivery of such application to the Board.

3.4 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by or at the direction of the President or Secretary. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

3.4.1 Notice. A copy of the notice shall be mailed or delivered to each Member (through first-class U.S. mail, hand-delivery, fax, or electronic mail to those Members who consent in writing to receive notice by electronic mail) at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place at TownPark at least forty eight (48) hours preceding the meeting. The posting and making of the notice shall be effected not more than sixty (60) days prior to the date of the meeting. The notice of the annual meeting shall likewise be mailed or delivered to each Member (through first-class U.S. mail, hand delivery, fax, or electronic mail), unless the Member waives in writing the right to receive notice of the annual meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 of these By-Laws. Evidence of compliance with the 14 day notice requirement shall be made by an affidavit by the person providing the notice, which affidavit shall be placed in the official records of the Master Association.

3.4.2 Waiver. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his/her/its (or his/her/its authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.5 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. Additionally, Members shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Master Association may adopt reasonable rules governing the frequency, duration and manner of Member statements, which rules must be consistent with this Section 3.5. A Member may record meetings of the Members subject to reasonable rules which may be adopted by the Board.

3.6 Quorum. Until and including the Turnover Date, a quorum shall be established by Class B Member's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of ten percent (10%) of the total voting interests of Members. As long as there is a Class B Member, no quorum can exist or be attained unless the Class B Member is present or the Class B Member has waived, in writing, its presence. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these By-Laws, the vote(s) of such Member(s) shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.7 Voting.

3.7.1 Number of Votes. Except as otherwise provided in these By-Laws, in any meetings of Members, Owners shall be entitled to cast one (1) vote for each Dwelling Unit owned by them. The vote of a Dwelling Unit shall not be divisible. Additionally, the Declarant, so long as it retains its Class B membership, shall have one (1) vote, plus two (2) votes for every vote then held by Owners (as more particularly described in the Declaration). Class A Members shall cast their votes directly as long as the Class B membership exists. Following the termination of the Class B membership, except as otherwise provided in these By-Laws, the voting rights of all Class A Members shall be exercised on their collective behalf by the applicable Delegate as described in Section 4.4.2 of these By-Laws. The collective votes of the Class A Members shall be exercised by the applicable Delegate; provided, however, so long as Declarant or any Builder (as defined in the Master Declaration) is a Class A Member, either shall have the option to cast its vote directly or by and through the applicable Delegate. Unless the Declarant, or any Builder, as a Class A Member, casts its vote directly, a Delegate in the collective exercise of Class A voting rights, shall be entitled to cast the number of votes equal to the number of Dwelling Units owned by its members.

3.7.2 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "**majority of the Owners**" and "**majority of the Members**" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required by these By-Laws or by the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

3.7.3 Voting Interests, Members. For the purposes of determining who may exercise the voting interest associated with each Dwelling Unit when Members cast their votes directly (and not through the Delegates), the following rules shall govern:

3.6.3.1 Dwelling Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the voting interest with respect to a Dwelling Unit. In the event the husband and wife cannot agree, neither may exercise the voting interest.

3.6.3.2 Trusts. In the event that any trust owns a Dwelling Unit, Master Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Dwelling Unit is owned by Robert Smith, as Trustee, Robert Smith may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones may exercise the voting interest associated with such Dwelling Unit. If the Dwelling Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to Master Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Master Association, the identification of the person who may exercise the voting interest associated with such Dwelling Unit. If Robert Smith and Laura Jones, as Trustees, hold title to a Dwelling Unit, either trustee (but not both) may exercise the voting interest associated with such Dwelling Unit. In the event of a conflict between trustees, the voting interest for the Dwelling Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to Master Association, the decision of the Board as to who may exercise the voting interest with respect to any Dwelling Unit shall be final. Master Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.3.3 Corporations and Limited Liability Companies. If a Dwelling Unit is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Dwelling Unit.

3.6.3.4 Partnerships. If a Dwelling Unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Dwelling Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions of these By-Laws governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Dwelling Unit is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Dwelling Unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Dwelling Unit cannot be exercised.

3.6.3.5 Multiple Individuals. If a Dwelling Unit is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Dwelling Unit. In the event that there is a conflict among such individuals, the voting interest for such Dwelling Unit cannot be exercised.

3.6.3.5 Liability of Master Association. Master Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Master Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of these By-Laws has been duly authorized to do so. So long as Master Association acts in good faith, Master Association shall have no liability or obligation with respect to the exercise of voting interests, and no election shall be invalidated (in the absence of fraud) on the basis that Master

Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of voting interests (e.g., the execution of a Voting Certificate).

3.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid 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 shall be revocable at any time at the pleasure of the person executing it prior to the meeting for which it was given. A proxy shall comply with the provisions of Section 720.306(8) of the Florida Statutes, as amended from time to time, and must be filed in writing, dated and signed by the person authorized to cast the vote for the Dwelling Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners or their spouses, but no person other than a designee of Developer may hold proxies representing more than fifteen percent (15%) of the Dwelling Units entitled to vote at the meeting.

3.9 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.10 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be;

3.9.1 Call to order by President;

3.9.2 Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

3.9.3 Proof of notice of the meeting or waiver of notice;

3.9.4 Reading of minutes; Reports of officers;

3.9.5 Reports of committees;

3.9.6 Appointment of inspectors of election;

3.9.7 Determination of number of Directors;

3.9.8 Election of Directors;

3.9.9 Unfinished business;

3.9.10 New business;

3.9.11 Adjournment.

3.11 Minutes of Meetings. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or Board members at any reasonable time. Master Association shall retain these minutes for a period of not less than seven (7) years.

3.12 Delinquent Owners. If any Assessment or other monetary obligation to the Master Association, or any portion thereof imposed against an Owner, other than Developer, remains unpaid for more than ninety (90) days following its due date, such Owner's voting rights in Master Association shall be automatically suspended without a hearing until all past due Assessments and all other sums then due are paid in full, whereupon the voting rights shall be automatically reinstated. A voting interest of an Owner that has been suspended by the Master Association may not be counted towards the total number of voting interests for any purpose including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve any action.

3.13 Action Without a Meeting. Except to the extent prohibited by applicable law, notwithstanding anything in these By-Laws to the contrary, any action which may be taken at any annual or special meeting of 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 (or persons authorized to cast the vote of any such Member as elsewhere set forth in these By-Laws) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Directors.

4.1 Membership – Prior to the Turnover Date. Prior to the Turnover Date, the affairs of Master Association shall be managed and governed by a Board of three (3) directors except as otherwise provided in Section 4.17.1 relating to the Members' right to elect two (2) additional directors prior to the Turnover Date.

4.2 Membership – After the Turnover Date. From and after the Turnover Date, or such earlier date as determined by Developer in its sole and absolute discretion, the number of directors shall be increased to five (5) directors.

4.3 Eligibility. Except for Directors appointed by Developer, directors must be Owners or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner. The following persons are not eligible for Board membership; provided, however, the validity of any action by the Board shall not be affected if it is later determined that a Director is not eligible for Board membership.

4.3.1 An Owner or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner who is more than ninety (90) days delinquent in payment of any fee, fine, or monetary obligation to the Master Association is not eligible for Board membership.

4.3.2 A person who has been convicted of a felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, unless such person's civil rights have been restored for at least five (5) years as of the date the person seeks election to the Board, is not eligible for Board membership.

4.4 Election of Directors. The election of directors shall be conducted in the following manner:

4.4.1 Until the Turnover Date, Developer shall have the unrestricted power to appoint all directors of Master Association.

4.4.2 On and after the Turnover Date, each Village shall be represented by an individual (the "**Delegate**"). The president of each Village Association shall serve as that Village's Delegate. The Delegates shall appoint and/or elect from amongst themselves four (4) directors of the Master Association.

4.4.3 In addition, except as provided in Section 4.17.2 of these By-Laws relating to the Developer's right to appoint one (1) director for so long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Dwelling Units completed or planned in all phases of TownPark, on and after the Turnover Date, the Members shall elect one (1) director by election which shall be conducted in the following manner:

4.4.3.1 Election of the one (1) director shall be held at the annual Members' meeting except as otherwise provided in these By-Laws;

4.4.3.2 Nominations for the one (1) director shall be made from the floor, and a Member or spouse of a Member may nominate himself or herself as a candidate for the Board at the meeting where the election is being held;

4.4.3.3 The election shall be by written ballot (unless dispensed with by majority consent of the votes represented at the meeting) and decided by a plurality of votes cast for each candidate. Votes shall be cast directly by Members, and no Member may cast more than one (1) vote; there shall be no cumulative voting.

4.4.4 On the Turnover Date an election shall be held with each Delegate appointing or electing one (1) director and, except to the extent the Developer has a right to appoint one (1) director as provided in Section 4.17.2 of these By-Laws, the Members appointing or electing one (1) director as described above. Thereafter such appointment and/or election shall occur at or in conjunction with the annual Members meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

4.4.5 Any election dispute between a Member and the Master Association must be submitted to mandatory binding arbitration with the Division in accordance with the Florida Statutes and the procedural rules adopted by the Division.

4.5 Vacancies and Removal.

4.5.1 Except as to vacancies resulting from removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority action of the remaining directors, provided that all vacancies in directorships to which directors were appointed by Developer pursuant to the provisions of Section 4.17.1 of these By-Laws shall be filled by Developer without the necessity of any meeting, and further provided that any vacancy in directorships to which directors were appointed or elected by the Delegates is filled by a Member from the same Village as the Director that was removed or resigned. The conveyance of all Dwelling Units owned by a director (other than Developer appointed directors) in TownPark or cessation of such director's residency in TownPark (other than appointees of the Developer) shall constitute the resignation of such director.

4.5.2 Any director elected by the Delegates or Members may be removed from office with or without cause by the vote or agreement in writing of Delegates holding a majority of the voting interests or by the vote or agreement in writing by a majority of the total voting interests. The vacancy in the Board of Directors created as a result of action by the Delegates shall be filled by the directors or, in the case of a vacancy as a result of the vote or agreement in writing by a majority of the total voting interests, the vacancy shall be filled by the Members at the same meeting.

4.5.3 Until a majority of the directors are elected by the Members other than Developer, neither the first directors of Master Association, nor any directors replacing them, nor any directors named by Developer, shall be subject to removal by Members other than Developer. The first directors and directors replacing them may be removed and replaced by Developer without the necessity of any meeting.

4.5.4 If a vacancy on the Board of Directors results in there being no incumbent directors, any Member may give notice of his/her/its intent to apply to the Circuit Court within whose jurisdiction TownPark lies for the appointment of a receiver to manage the affairs of the Master Association, which notice shall be in the form required by Section 720.3053 of the Florida Statutes, as such section may be renumbered from time to time (the "**Notice**"). At least thirty (30) days prior to filing a petition seeking receivership, the Member shall (a) provide the Notice to Master Association by certified mail or personal delivery, (b) post the Notice in a conspicuous place in TownPark, and (c) provide the Notice to every Member by certified mail or personal delivery. Notice by mail to a Member shall be sent to the address used by the County property appraiser for notice to the Member. If, within thirty (30) days after the Notice is posted and mailed or delivered, Master Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, each Member shall be given written notice of such appointment by the receiver within 10 days after appointment of the receiver, which notice shall be sent to the address used by the County property appraiser for notice to the owner of the property. If a receiver is appointed, Master Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of

Directors, and shall serve until Master Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws, and the court relieves the receiver of the appointment.

4.6 Term. Except as provided to the contrary in these By-Laws, the term of each director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.7 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of Directors of the organizational meeting shall be necessary.

4.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notwithstanding the foregoing or anything to the contrary in these By-Laws, a meeting of the Board as well as meetings of any committee or similar body when a final decision will be made regarding the expenditure of Master Association funds and/or meeting of the Architectural Review Committee must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend such meeting. Notice of regular meetings shall be given to each director, personally or by mail, telephone, fax or electronic mail (if the director consents in writing to receive notice by electronic mail), and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board as well as meetings of any committee or similar body when a final decision will be made regarding the expenditure of Master Association funds and/or meetings of the Architectural Review Committee shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege and meetings between the Board or any committee and the Master Association's attorney held for the purpose of discussing personnel matters) and notice of such meetings shall be posted conspicuously in TownPark at least forty-eight (48) hours in advance for the attention of the Members of Master Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting, except as otherwise required by applicable law.

4.9 Special Meetings. Special meetings of the directors may be called by the President, and must be called by the President or Secretary at the written request of at least 60% of the directors. Notice of the meeting shall be given personally by mail, telephone, fax or electronic mail (if the director consents to receive notice by electronic mail), which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege and meetings with the Master Association's attorney held for the purpose of discussing personnel matters) and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of Master Association, except in the event of an

emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting except as otherwise required by applicable law.

4.10 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by such director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.11 Quorum. A quorum at directors' meetings shall consist of a majority of the then incumbent directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws.

4.12 Adjourned Meetings. If, at any proposed 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, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

4.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside).

4.14 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- 4.14.1 Proof of due notice of meeting;
- 4.14.2 Reading and disposal of any unapproved minutes;
- 4.14.3 Reports of officers and committees;
- 4.14.4 Election of officers;
- 4.14.5 Unfinished business
- 4.14.6 New business;
- 4.14.7 Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes. Master Association shall retain these minutes for a period of not less than seven (7) years.

4.16 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Master Association during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Operating Expenses required for the affairs of the Master Association, (b) to determine the Assessments payable by the Owners to meet the Operating Costs of any Master Association, (c) to adopt or amend any rules and regulations covering the details of the operation and use of TownPark, or (d) to exercise any of the powers set forth in Sections 5.8 and 5.17 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable. Notwithstanding the foregoing, members of a committee may not simultaneously serve on more than one (1) committee, nor may (a) Persons living together in a Dwelling Unit, (b) partners, or (c) the spouse, parent, child brother, sister or other family member of a person appointed to a committee serve on the same committee or any other committee at the same time.

4.17 Developer Control of Board; Turnover.

4.17.1 So long as there exists a Class B membership, as set forth in Section 5.4 of the Declaration, wherein the Developer retains voting control of the Master Association, the Developer shall have the absolute right to appoint and replace all directors and officers of Master Association; subject, however, to the following: When Members other than the Developer own fifty percent (50%) or more of the Dwelling Units in TownPark obligated to pay Assessments to the Master Association pursuant to Section 6.1 of the Declaration, the Members other than Developer shall be entitled to elect, at a meeting of the Members, two (2) additional directors to the Board, resulting in a total of five (5) directors.

4.17.2 The Developer shall turn over control of Master Association to Members other than the Developer upon the Turnover Date (hereinafter defined) by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Delegates and Owners other than the Developer to elect directors and assume control of the Master Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control. Control of the Master Association shall be deemed "turned over" upon the first to occur of the following: (i) January 1, 2030; or (ii) the date on which Developer ceases to own any portion of TownPark; or (iii) the date upon which all Developer-appointed directors resign; or (iv) such earlier time as may be required by law (the "Turnover Date"). Notwithstanding the foregoing, Developer shall remain entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the parcels or Dwelling Units completed or planned in all phases of TownPark. Upon the Turnover Date, Developer shall retain all voting rights incident to its ownership of Dwelling Units.

4.17.3 Within a reasonable time after control of the Master Association is turned over to Owners other than the Developer (but not more than ninety (90) days after such event), the

Developer shall deliver to Master Association all property of the Owners and of Master Association held or controlled by the Developer.

4.18 Voting at Board and Committee Meetings. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Section also applies to the meetings of any committee, including the ARC.

4.19 Action Without Meeting. Except to the extent prohibited by law, the Board of Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the Master Association and may take all acts, through the proper officers of the Master Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, those powers provided in the Declaration, Articles, Chapters 617 and 720 of the Florida Statutes, as well as, without limitation (except as limited elsewhere in these By-Laws), the following:

5.1 Operating and maintaining the Master Common Areas and other property owned by Master Association.

5.2 Determining the expenses required for the operation of Master Association.

5.3 Collecting the Assessments for Operating Costs of Master Association from Owners.

5.4 Collecting Special Assessments from Owners.

5.5 Employing and dismissing the personnel necessary for the maintenance and operation of the Master Common Areas and other property owned by Master Association, and any other property Master Association is charged with maintaining by any governmental authority.

5.6 Adopting, amending and enforcing rules and regulations concerning the details of the operation and use of TownPark and any property owned by Master Association, subject to a right of the Members to overrule the Board as provided in these By-Laws.

5.7 Maintaining bank accounts on behalf of Master Association and designating the signatories required therefor.

5.8 Purchasing, leasing or otherwise acquiring Dwelling Unit or other property in the name of Master Association, or its designee.

5.9 Purchasing Dwelling Unit at foreclosure or other judicial sales, in the name of Master Association, or its designee.

5.10 Selling, leasing, mortgaging or otherwise dealing with Dwelling Unit acquired by the Master Association, or its designee.

5.11 Settling or compromising claims of or against Master Association in which all Owners have a common interest.

5.12 Organizing corporations and appointing persons to act as designees of the Master Association in acquiring title to or leasing Dwelling Units or other property.

5.13 Obtaining, maintaining and reviewing insurance for TownPark and other property owned by Master Association.

5.14 Making repairs, additions and improvements to the Master Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

5.15 Enforcing obligations of the Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of TownPark.

5.16 Levying fines against appropriate Owners for violations of the rules and regulations established by Master Association to govern the conduct of such Owners.

5.17 Borrowing money on behalf of the Master Association required in connection with the operation, care, upkeep, and maintenance of the Master Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Master Association Property; provided, however, that the consent of the Owners of a least two-thirds (2/3) of the Dwelling Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$100,000.00. Notwithstanding the foregoing, the Board shall have the power without such Owners' consent to borrow, as may be necessary, in a sum not to exceed \$500,000.00 to restore the Improvements on Master Common Areas from damage or destruction where a shortfall of insurance proceeds necessitates such expenditures. Any loan obtained for the purpose of such restoration must be for a term of less than 1 year. If any sum borrowed by the Board of Directors on behalf of Master Association pursuant to the authority contained in this Section 5.17 is not repaid by Master Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by Master Association bears to the interest of all the Owners in the property owned by Master Association shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Dwelling Unit. The Master Association shall take no action authorized in this Section without the prior written consent of the Developer as long as the Developer owns any Dwelling Unit.

5.18 Contracting for the management and maintenance of the Master Common Areas or other property owned by the Master Association, including contracts with the Tradition Community Development District No. 1, the Tradition Community Developer District No. 6, Village Associations, the Tradition Community Association, Inc., and a management company and authorizing a management agent or management company (who may be an affiliate of the

Developer) to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Master Common Areas or other Master Association property with funds as shall be made available by Master Association for such purposes. Master Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

5.19 At its discretion, authorizing use of portions of the Common Areas or other property owned by the Master Association for special events and gatherings and imposing reasonable charges therefor.

5.20 Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these By-Laws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not-for-profit, including the powers set forth in Chapters 617 and 720 of the Florida Statutes.

5.21 Contracting with and creating special taxing districts.

5.22 Contracting with one or more cable television operators, or other providers of telecommunications services, to provide cable television or telecommunications services on a bulk rate or other basis to Owners, the cost of which shall be part of Operating Costs of the Master Association.

5.23 Contracting with an independent contractor, who may be an affiliate of the Developer, for the installation, operation, management and maintenance of a food and beverage service operation.

5.24 Exercising the power to sue and defend any suit.

5.25 Exercising the emergency powers provided in Section 720.316 of the Florida Statutes.

5.25 Contracts. All contracts as further described herein or any contract that is not to be fully performed within one (1) year after the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Master Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease or renting of materials or equipment, or for the provision of services, requires payment by the Master Association that exceeds 10 percent of the total annual budget of the Master Association, including reserves, the Master Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Master Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Master Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section. Nothing contained herein; (a) is intended to limit the ability of the Master Association to obtain needed products and services in an emergency; (b) shall apply if the business entity with which the Master Association desires to contract is the only source of supply within the county

serving the Master Association; (c) shall excuse a party contracting to provide maintenance or management services from compliance with Florida Statutes §720.309.

6. Officers.

6.1 Executive Officers. The executive officers of the Master Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be directors), all of whom shall be elected by the Board of Directors and who may be removed for any reason (with or without cause) at any meeting at which a quorum of directors is attained by concurrence of a majority of all of the present directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Master Association. Except for officers appointed by the Board when controlled by the Developer, officers shall be Owners within TownPark or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner.

6.2 President. The President shall be the chief executive officer of the Master Association. He or she shall have all of the powers and duties that are usually vested in the office of the president of an association.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He or she shall attend to the giving of all notices to the Members and directors and other notices required by law. He or she shall have custody of the seal of Master Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Master Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of Master Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Master Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of Master Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.17.1 of these By-Laws and by applicable law.

7. Compensation. Neither directors nor officers shall receive compensation for their services as directors or officers.

8. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Dwelling Units owned by any director or officer or cessation of such director's or officer's residency in TownPark (other than appointees of the Developer or other directors or officers who are not Members) shall constitute a written resignation of such director or officer.

9. Fiscal Management. The provisions for fiscal management of Master Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

9.1.1 Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Master Association, determine the amount of Assessments payable by the Members to meet the expenses of Master Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Developer, or another person. In addition to annual Operating Costs, the budget may include reserve accounts for capital expenditures and deferred maintenance for which Master Association is responsible, provided however, that such reserves shall be determined, maintained and waived in accordance with Chapter 720 of the Florida Statutes. Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from the Member.

The adoption of a budget for the Master Association by the Board shall comply with the requirements set forth below:

9.1.1.1 Notice of Meeting. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all of the Members, provided that such Members shall not have the right to participate, and need not be recognized, at such meeting except as otherwise required by applicable law.

9.1.1.2 Special Membership Meeting. If a budget is adopted by the Board which requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held within thirty (30) days of delivery of such application to the Board. Each Member shall be given at least ten (10) days' notice of such meeting. At the special meeting, Members shall consider and adopt a budget. The adoption of such budget shall require a majority of votes which are present at such meeting (in person or by proxy) at which a quorum is attained.

9.1.1.3 Determination of Budget Amount. In determining whether a budget requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Master Common Areas or in respect of anticipated expenses of Master Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Master Common Areas and all Special Assessments including Individual Assessments against specific Member(s).

9.1.1.4 Proviso. Anything herein to the contrary notwithstanding, prior to the date on which the Developer turns over control of the Master Association, the budget may be set by the Board without holding any meeting, giving notice thereof, or being subject to the 115% limitation set forth in the Subsection 9.1.1.2 above

9.1.2 Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Section 9.1.1 above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in Section 9.1.1.2. If such budget is adopted by a majority of the votes by the Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

9.3 Individual Assessments. Charges by the Master Association against less than all Members for other than routine Operating Expenses, shall be payable in advance. These charges may be collected by Individual Assessments. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions or the Master Common Areas or other Master Association property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member and fines and damages and other sums due from such Member.

9.4 Special Assessments. In the event the annual Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration. Prior to the Turnover Date, the Board controlled by the Developer may not levy a Special Assessment unless a majority of the Owners other than the Developer approve the Special

Assessment by a majority vote at a duly called special meeting of Members at which a quorum is present.

9.5 Depository. The depository of the Master Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar lending institution(s) in the State of Florida as shall be designated from time to time by the Board and in which the monies of Master Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Master Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.6 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner as provided in the Declaration.

9.7 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Master Association funds in such amount as shall be determined by a majority of the Board.

9.8 Accounting Records and Financial Reports.

9.8.1 Accounting Records. Master Association shall maintain accounting records in the State of Florida, according to practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, (b) an account for each Dwelling Unit designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, the dates so paid, and the balance due, (c) all tax returns, financial statements and financial reports of Master Association, and (d) any other reports that identify, measure, record or communicate financial information. All financial and accounting records must be maintained for a period of at least seven (7) years.

9.8.2 Financial Records. Within ninety (90) days following the end of the fiscal year, the Master Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Master Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Master Association shall provide each Member (and to any Lender that has made a written request) with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the Member, which copy must be provided within ten (10) business days after receipt of such written request. In addition, the Master Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Florida Board of Accountancy, or a report of cash receipts and expenditures as required and pursuant to Section 720.303(7) of the Florida Statutes.

9.9 Other Official Records. In addition to the financial reports, financial statements, and accounting records indicated in Section 9.8, and the minutes of the Board and Member meetings, the Master Association shall maintain each of the following items, when applicable, which constitute official records of the Master Association:

9.9.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Master Common Areas or other property that Master Association is obligated to maintain, repair, or replace.

9.9.2 A copy of the By-laws of the Master Association and of each amendment to the By-laws.

9.9.3 A copy of the Articles of Master Association and of each amendment thereto.

9.9.4 A copy of the Declaration and a copy of each amendment thereto.

9.9.5 A copy of the current Rules of Master Association.

9.9.6 A current roster of all Members and their mailing addresses and Dwelling Unit identifications.

9.9.7 The electronic mail addresses designated by Owners for receiving notice by electronic transmission for those Owners consenting to receipt of notice by electronic mail; provided however, the electronic mail addresses provided by Owners shall be removed from the official records when consent to receive notice by electronic mail is revoked.

9.9.8 All of Master Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

9.9.9 A current copy of all contracts to which Master Association is a party, including, without limitation, any management agreement, lease, or other contract under which Master Association has any obligation or responsibility. Bids received by Master Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

9.9.10 All other written records of the Master Association not specifically enumerated above which are related to the operation of the Master Association.

9.10 Inspection and Copying. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Notwithstanding the foregoing, the following records shall not be available or accessible to Members:

9.10.1 Any record protected by the attorney client privilege or work product privilege;

9.10.2 Information obtained by the Master Association in connection with the approval of the lease, sale or other transfer of a Dwelling Unit;

9.10.3 Disciplinary, health, insurance and personnel records of the Master Association's employees;

9.10.4 Medical records of Dwelling Unit Owners or residents in the TownPark.

9.11 Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

9.12 Notice of Meetings. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.13 Developer Exemption From Assessments for Lawsuits. Neither the Developer nor its Affiliates shall be liable for the payment of any Assessments applicable to Dwelling Units they own which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer or its affiliates.

10. Roster of Lot Owners. Master Association shall maintain current information regarding the title holders of all Dwelling Units. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Owner to file with the Master Association a copy of the deed or other document showing his ownership. Master Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Dwelling Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Master Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

12. Amendments. Except as otherwise provided in the Declaration, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. During the time that the Developer controls the Master Association, the Board may amend these By-Laws, or any Rules, without a meeting as long as the requisite consent to the amendment is obtained. The meeting requirements set forth in sections 4.8 and 4.9 do not apply to such amendments.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Master Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the Members' meeting considering the

amendment, may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

12.2.1 at any time, by not less than a majority of the votes of all Members of Master Association represented at a meeting at which a quorum has been attained and by not less than 60% of the entire Board of Directors; or

12.2.2 after control of Master Association is turned over to Owners other than the Developer, by not less than 80% of the votes of the Members of Master Association represented at a meeting at which a quorum has been attained; or

12.2.3 after control of Master Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board of Directors; or

12.2.4 before control of Master Association is turned over to Owners other than the Developer, by not less than 60% of the entire Board of Directors.

12.3 Provision. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Dwelling Units without the written consent of such Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of Master Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of St. Lucie County, Florida. Within thirty (30) days after recording an amendment, the Master Association shall provide a copy of the amendment to all Members; provided, however, if a copy of the proposed amendment was previously provided to Members and the proposed amendment is not changed, the Master Association, in lieu of providing a copy of the amendment to all Members, may provide notice to the Members that the amendment was adopted and identifying the Official Records book and page number or instrument number of the recorded amendment and indicating that a copy of the amendment is available at no charge to the Member upon written request to the Master Association.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules concerning the use and operation of TownPark, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Dwelling Units represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modifications of any Rules. Copies of such Rules shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rule be adopted which would prejudice the rights

reserved to the Developer or Lenders. Notwithstanding anything to the contrary, Developer may adopt and/or modify Rules prior to the Turnover Date without a meeting.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion of these By-Laws shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

15. Captions. The captions used in these By-Laws are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision of these By-Laws.

16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these By-Laws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these By-Laws subordinate.

17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, Master Association shall indemnify and hold harmless all officers and directors, and members of any committee appointed by the Board, past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether Master Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of Master Association or its Members generally and such court further specifically determines that indemnification should be denied. The provisions of this Section may not be amended to terminate the effect hereof as to any persons who became officers or directors while this Section was effective.

18. Suspension of Privileges; Fines. The Master Association may suspend the rights of an Owner and an Owner's tenants, licensees, guests, invitees, and/or occupants, or both, to use the Master Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, licensee, guest, invitee, or occupant for failure to comply with any provision of the Declaration, these By-Laws, the Articles, any rules and regulations of the Master Association, the Village Standards, or any other Master Association Documents. In addition, the Master Association may suspend the rights of an Owner and an Owner's tenants, licensees, guests, invitees, and/or occupants to use the Common Areas if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Master Association.

18.1 A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

18.2 A fine or suspension, other than a suspension as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association, may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Master Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Master Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, guest, invitee or occupant.

18.3 Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association may only be for the period of time until such monetary obligation is paid. The Master Association's authority to suspend rights to use the Master Common Areas as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association does not apply to the portion of the Master Common Areas that must be used for access to a Dwelling Unit or necessary utility service to a Dwelling Unit. Notwithstanding anything to the contrary in these By-Laws or other Master Association Documents, the notice and hearing requirements contained in Section 18.2 above do not apply to a suspension of use rights as a result of being more than ninety (90) days delinquent in payment of a monetary obligation to the Master Association. However, suspension of use rights and voting rights as a result of being more than ninety (90) days delinquent in payment of any monetary obligation to the Master Association must be approved at a properly noticed meeting of the Board and, upon approval, the Master Association must notify the affected Owner and, if applicable, the affected Owner's occupant(s), licensee(s), tenant(s) and invitee(s) by mail or hand delivery.

18.4 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

18.5 The Violations Committee may impose a fine against the Member in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board.

18.6 The Board may suspend, without notice or hearing, the voting rights of an Owner who is delinquent in Assessments or other monetary obligation to the Master Association for more than ninety (90) days. The Board may also suspend the Owner's right to use the Common Areas because of the Owner's failure to pay Assessments when due as provided in these By-Laws, in the Declaration, and in Chapter 720 of the Florida Statutes.

18.7 Notwithstanding the foregoing, the Master Association and/or Violations Committee shall not have the right to impose any fine against Developer.