

**GROVE PLACE AT GRAND PALMS
HOMEOWNERS ASSOCIATION, INC.
BY-LAWS**

The property described and named in the Declaration of Restrictions to which a copy of these By-Laws are attached shall be governed by these By-Laws.

ARTICLE I - DEFINITIONS

The terms used in these By-Laws, as well as the Declaration of Restrictions and all Amendments and items pertinent thereto, shall have the meanings stated in the Declaration of Restrictions unless the context otherwise requires:

Section 1. **ASSOCIATION** means Grove Place at Grand Palms Homeowners Association, Inc. a Florida non-profit corporation, its successors or assigns.

Section 2. **BOARD** means the Board of Directors of the Association.

Section 3. **LOT** means a lot as shown in the recorded Declaration of Restrictions of Grove Place, to which Declaration of Restrictions a copy of these By-Laws are attached. Further, these By-Laws are subject to the terms and conditions of said Declaration of Restrictions.

Section 4. **BY-LAWS** means the By-Laws of the Association as they exist from time to time.

Section 5. **LOT, COMMON AREA, PARKING SPACE, STREET and LOT OWNER** shall each have the meaning given in the Declaration of Restrictions.

Section 6. **COMMON EXPENSES** include:

- A. Expenses of administration, expenses of maintenance, operations, repair or replacement portions of the Lots to be maintained by the Association.
- B. Expenses to be shared as common expenses by provisions of the Declaration of Restrictions, or the By-Laws or Articles of Incorporation of the Association.
- C. Any valid charge against the Association or the property administered by the Association as a whole.
- D. Expenses of administration, maintenance, assessments, maintenance contract, charges, operation, repair or replacement and taxes and

insurance in conjunction with the operations provided for in the Declaration of Restrictions of Grove Place, in the Master Declaration of Grand Palms, in the Plat of Grove Place or in the Plat of Grand Palms, a P.U.D.

Section 7. **COMMON SURPLUS** means the excess of all receipts of the Association, over the amount of Common Expenses.

Section 8. **OCCUPANT** means the person or persons, other than the Lot Owner, in possession of a Lot.

Section 9. **SINGULAR, PLURAL GENDER** shall mean whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall deemed to include all genders.

ARTICLE II -- ASSOCIATION MEMBERSHIP & MEETINGS

Section 1. Members and Voting Rights

Each Lot Owner shall automatically become a member of the Association upon acquiring record title to any Lot. Said membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be members, however, there shall be only one vote for each Lot, said vote to be exercised as they among themselves determine, as evidenced by a certificate signed by all the record owners designating which member shall be entitled to vote for said Lot. In the event such certificate is not on file with the Association, no vote for said Lot shall be cast. Anything to the contrary notwithstanding, any Lot owned jointly by husband and wife may exercise the vote without a certificate so long as the Association has not been advised by either spouse to the contrary.

Section 2. Transfer of Membership

Membership in the Association may be transferred only as an incident to the transfer of title to a Lot as and in the manner set forth in the Declaration of Restrictions.

Section 3. Annual Meeting

The annual meeting of the members shall be held once a year at a time specified by the Board of Directors, at such location in Broward County, Florida as the President or a majority of the Board of Directors shall specify in writing to the members.

Section 4. Special Meetings

A special meeting of the members may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors and stated in a written notice. No special meeting shall be called unless the Secretary of the Board of Directors shall have mailed to or served upon all of the members a written notice of the said meeting at least five (5) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the members, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the members with written notice of said meeting at least five (5) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the member as it appears on the records of the Association.

Section 5. Voting

Voting shall be by secret ballot. At any meeting of members, each member shall be entitled to one vote, in person or by proxy, for each Lot owned by him. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notice of said proxy shall be made in the minutes of the meeting. No member who is than thirty (30) days delinquent in the payment of his assessments shall be entitled to vote at any regular or special meeting of the members unless approved by the Board of Directors.

Section 6. Quorum

A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the members represented or by proxy; but the members present at any meeting, although less than a quorum, may adjourn the meeting to a future date. The vote of a majority of the members shall decide any questions unless the By-Laws or Declaration of Restrictions provide otherwise, in which event the votes required in the By-Laws or the Declaration of Restrictions shall control. After a quorum has been established at a meeting, the subsequent withdrawal of members, so as to reduce the number of Voting Interests entitled to vote at the meeting below the number required for a quorum, shall not effect the validity of any action taken at the meeting or any adjournment.

Section 7. Waiver

The foregoing requirements as to meetings are not to be construed, however, to prevent members from waiving notice of meeting or from acting by written agreement without meetings provided that such waivers or written agreement is executed by all of the members.

ARTICLE III – DIRECTORS AND OFFICERS

Section 1. First Board

The first Board of Directors shall serve until the first annual meeting of the members of the Association, or until their successors shall have been elected and qualified.

Section 2. Election and Term of Office

At the November Board of Directors meeting, nominations shall be accepted for five (5) Directors for the following year. At the December annual meeting the members shall elect by plurality vote five (5) persons as Directors who shall constitute the Board of Directors of the Association, and who shall hold office for a term of one (1) year or until their successors shall have been qualified and elected. Each member shall be entitled to one (1) vote for each Lot owned by him for each Director to be elected.

Section 3. Election of Officers

Commencing with and at the first annual meeting of the members, as heretofore described, and at each annual meeting thereafter, the Board of Directors shall elect by a plurality vote officers, from among the newly elected Directors, in the manner described in the Articles of Incorporation for the Association. The officers shall hold office for a term of one (1) year or until their successors shall have been qualified and elected.

Section 4. General Statement of Powers

The property, business and affairs of the Association shall be managed by the Board of Directors.

Section 5. Title of Officers

Officers of the Association shall be: a President, a First Vice President, a Second Vice President, a Secretary and a Treasurer.

Section 6. Qualification of Officers

No member shall be eligible for election as an officer or director if he is more than thirty (30) days delinquent in the payment of his assessment. A transfer of title of his Lot by an officer who is a Lot Owner shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

Section 7. Duties of Officers

A. The **President** shall:

1. Act as presiding officer at all meetings of the Association and of the Board of Directors;
2. Call special meetings of the Association and Board of Directors;
3. Sign, with the Treasurer or Secretary, all checks contracts, promissory notes, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons;
4. Perform all acts and duties usually required of an executive to ensure that all orders and resolutions of the Board of Directors are executed;
5. Appoint committees and chairpersons of all committees;
6. Render an annual report at the annual meeting of the Association;
7. Correspond with and meet with any outside groups or individuals in furthering the interests of the Association;
8. Serve as a voting member on the Grand Palms Neighborhood Voting Committee unless determined otherwise by the Board of Directors.

B. The **First Vice President** shall:

1. Assist the president as requested in the performance of that officer's duties;
2. Act as presiding officer at all meetings of the Association and of the Board of Directors when the president is absent;
3. Fulfill the duties of the president in his absence or disability;
4. Serve as a voting member on the Grand Palms Neighborhood Voting Committee unless determined otherwise by the Board of Directors.

C. The **Second Vice President** shall:

1. Act as presiding officer at all meetings of the Association and of the Board of Directors when the president and the first vice president are absent;
2. Fulfill the duties of the first vice president in his absence or disability;
3. Assist the president and first vice president as requested in the performance of those officers' duties;
4. Serve as Chairperson of the Architectural Control Committee of the Association.

D. The **Secretary** shall:

1. Record the minutes of all meetings of the Association and the Board of Directors;
2. Serve as the official custodian of the Association's records;
3. Maintain an accurate and up-to-date list of the members of the Association;
4. Serve as the registered agent of the Association and use his residence as its registered address;

5. Oversee the management firm in sending correspondence and meeting notices to the Association members;
 6. Sign checks, demands for money and all other official documents of the Association, in conjunction with the president and/or the treasurer;
 7. Perform such other duties as the Board of Directors may determine from time to time.
- E. The **Treasurer** shall:
1. Review and sign all checks, demands for money, invoices and records thereof, and other financial documents in conjunction with the president and/or the secretary, as required by the Association;
 2. Supervise and delegate to the management firm the financial accounting and transactions of the Association, ensuring that appropriate financial management, record keeping and internal control of the Association's resources and records are maintained and preserved by the management firm of the Association;
 3. Ensure that a proper financial audit of the Association's records is completed in a timely fashion at the end of each fiscal year;
 4. Oversee the preparation and presentation of the Association's annual budget proposal at the fiscal year-end meeting of the Board of Directors;
 5. Ensure that the Association's resources are at all times adequate so as to meet its responsibilities to the members and its obligations to its service providers.

Section 8. Removal and Vacancies

After the first election, an officer or director may be removed from office upon the affirmative vote of a majority of the members for any reason deemed by the members to be detrimental to the best interest of the Association. In the event of any removal, resignation or vacancy in any of the Director positions, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacated office, who shall hold office for the balance of the unexpired term, and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Pursuant to Article III Section 3 above, the Directors may then reconsider which Director(s) will serve in what office(s).

Section 9. Annual Meeting

The annual meeting of the Board of Directors shall be held on the 3rd Thursday of the month of December at such place in Broward County, Florida, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the members. The Board of Directors shall schedule regular meetings to be held once a month at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board

of Directors of said regular meetings once said schedule has been adopted.

Section 10. Special Meetings

Special meetings of the Board of Directors may be called by the President, and in his absence, by either Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place.

Section 11. Quorum

A quorum for the transaction of business at any regular meeting of the Board of Directors shall consist of a majority of the members of the Board, but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place shall be mailed to, or personally served on each member of the Board of Directors by the Secretary of the Association at least three (3) days prior to the time fixed for said meeting.

Section 12. Compensation

The officers and/or directors of this Association shall serve without compensation.

ARTICLE IV -- POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall have the following powers:

Section 1. Declaration

All of the powers specifically set forth in the Declaration of Restrictions and all of the powers incidental thereto.

Section 2. By-Laws

All of the powers specifically set forth in these By-Laws and all powers incidental thereto.

Section 3. Articles of Incorporation

All of the powers specifically set forth in the Articles of Incorporation and all powers incidental thereto.

Section 4. Other Powers

- A. To use and expend the assessments collected to carry out the purposes and powers of the Association.
- B. To employ attorneys, accountants, and other professional services as the need arises.
- C. To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the Association, and to purchase supplies and equipment therefor.
- D. To enter into such agreements and contracts as may be necessary to make available and service the facilities of the Association.
- E. To own and/or operate and/or control the Common Area, parking area, parking spaces, streets, etc., to the extent described pursuant to the Declaration of Restrictions.
- F. To purchase and establish Liability insurance for the common property of the Association.
- G. The Board of Directors may, at its discretion, purchase and establish Directors and Officers (D & O) liability insurance for the Directors on the Board.

ARTICLE V -- FINANCE AND ASSESSMENTS

Section 1. Depository

Funds of this Association shall be deposited in such bank or banks as the Board of Directors may from time to time direct, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and countersigned by the Secretary and/or Treasurer or such officers as designated by the Board of Directors from time to time. All official documents (such as notes, contracts, insurance applications etc.), of the Association shall be signed by any two of the officers of the Association.

Section 2. Fiscal Year

The fiscal year for the Association shall begin on the first day of January of each year; provided however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations

from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments

- A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Association (including parking spaces, easements, streets, lots and common area) providing for the use of same for the members, Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Area, Lots, streets, walkways, parking areas, easements, recreation areas, the cost of carrying out the powers and duties of the Association, management contracts, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association.
- B. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the parking spaces, Common Area, recreation area, streets, Lots and easements, to meet the requirements of the Association, if any. In addition, if private water bills on the individual residential units include more than one Lot, collection of assessments to pay same pursuant to the Declaration of Restrictions is authorized.
- C. Funds for the payment of common expenses shall be assessed and be deemed a lien as set forth in the Declaration of Restrictions.
- D. When the Board of Directors has been determined the amount of any assessment, the Secretary of the Association shall mail or present a statement of the assessment to each of the members. All assessments shall be payable to the current management company of the Association, and upon request, the management company shall give a receipt for each payment made to it.

Section 4. Delinquent Assessments

In the event the payment of an assessment is delinquent, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment in any manner provided for by the Declaration of Restrictions.

Section 5. Unused Assessments

All income to the Association shall be used to defray the cost and expenses of the Association. Any surplus from one year's budget shall be used to reduce assessments and fees charged in the following year after adequately providing for short term cash flow; and no distribution of income shall be made to members.

ARTICLE VI -- MAINTENANCE AND REPAIR

Section 1. Access

Any officer of the Association, or any agent of the Board of Directors, shall have irrevocable right of access to each Lot from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Area or lot access therefrom, or for making emergency repairs therein to prevent damage to the Common Area, parking spaces, easements, walkways, or to another Lot.

Section 2. Maintenance and Repairs

The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the Association property. The Board of Directors may grant to such firm, person or corporation the right to access as set forth in Section 1 of this article.

Section 3. Lot Owners

Every Lot Owner must perform promptly all maintenance and repair work within his property which, if omitted, would affect another member's property, their common land and the project in its entirety or in part belonging to other Owners, and be expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 4. Prohibition

No member shall make any alteration in the portions of the improvements which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of any buildings or improvements or impair any easement.

ARTICLE VII -- VIOLATIONS

Section 1. Notification

In the event of a violation (other than the nonpayment of an assessment) by the Lot Owner in any of the provisions of the Declaration of Restrictions, these By-Laws or the Articles of Incorporation of the Association, by direction of the Board of Directors, may notify the members by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such

violations as intentional, inexcusable and a material breach of the Declaration of Restrictions, the By-Laws of the Articles of Incorporation. The Association may then, at its option, elect:

- A. An action at law to recover for its damage on behalf of the Association or on behalf of the other members;
- B. An action in equity to enforce performance on the part of the members, or;
- C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a member, sent to the Board of Directors, shall authorize any member to bring an action in equity or suit at law on account of the violation.

Section 2. Reimbursement of Expenses

Any expense incurred by the Association on behalf of, or as a result of actions or requests by a specific homeowner or homeowners, (such as repair of vandalism, specific legal expenses, etc.) shall be charged back by the Association to that homeowner(s) which precipitated or caused said expenditure by the Association.

ARTICLE VIII -- AMENDMENT TO THE BY-LAWS

These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of a quorum of members present in person or by proxy.

ARTICLE IX -- RULES AND REGULATIONS

Section 1. Periodic Changes To Rules

The Board of Directors may from time to time adopt and amend previously adopted administrative rules and regulations governing the details of the operation and use of the Common Area, parking spaces, traffic flow, easements and streets, provided however, that no such rules and regulations shall conflict with the Declaration of Restrictions, the provisions of the Articles of Incorporation or these By-Laws, and in the event of any conflict between the said rules and regulations and the foregoing, first the Declaration of Restrictions and then the Articles of Incorporation shall prevail over these By-Laws.

Section 2. Architectural control

Architectural control shall be exercised by the Grand Palms Community Association, Inc., and an Architectural Control Committee of the Association.

Adopted May 26, 1997