- (g) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

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 10 business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Property.

- 9.11 Application of Payment. All payments made by an Owner shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.
- 9.12 <u>Notice of Meetings</u>. 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 <u>Developer Exemption From Assessments for Lawsuits</u>. Neither the Developer nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots 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. The Association shall maintain current information regarding the title holders of all Lots. 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 Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Lot 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 Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
- 11. <u>Parliamentary Rules</u>. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
- 12. <u>Amendments</u>. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

- 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 Association, the Board may amend these Bylaws, or any Rules, without a meeting as long as the requisite consent to the amendment is obtained. The meeting requirements set forth in sections 4.6 and 4.7 do not apply to such amendments.
- 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 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:
 - (a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by anot less than 60% of the entire Board of Directors; or
 - (b) after control of the Association is turned over to Lot Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) After control of the Association is turned over to Owners other than the Developer, by got less than 100% of the entire Board of Directors; or
 - (d) before control of the 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 Lots without the consent of said 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.
- 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 Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the 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 Broward County, Florida.

- 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 the Property, 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 Lots 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.
- 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 hereof 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. <u>Captions</u>. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
- 16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws 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 Bylaws subordinate.
- 17. <u>Indemnification of Officers and Directors</u>. Subject to the further provisions of this paragraph. the Association shall indemnity 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 habilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribinal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the 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 into 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 the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.
- 18. <u>Suspension of Privileges: Fines</u>. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the Rules adopted hereunder, and after written notice of such alleged

failure is given to the Owner in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing, to suspend or condition said Owner's use and his family's guests' and tenants' right to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Owner. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including non-payment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. The Board may suspend, without notice or hearing, the voting rights of an Owner who is delinquent in Common Assessments for more than 90 days. The Board may impose a fine in an amount of up to \$100.00 per violation of the governing documents referenced above. Notwithstanding the foregoing, if the Board so elects, each day of a continuing violation may be treated as a separate violation, with a single notice and opportunity for a hearing, with a cumulative fine of up to \$1,000. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. We fine under this section shall be assessable for delinquent Assessments. The failure of the Board to enforce the Rules, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any Rules adopted by the Association, before that Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the Rules. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as Dewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph 18 or require the notice and hearing provided for herein.

Prior to imposing any suspension or fine, the Owner shall be given written notice that 18.1 the Association is considering imposition of the fine or suspension of privileges, including (i) a statement of the provisions of the Declaration, Bylaws or Rules which have allegedly been violated, (i) the proposed length of the suspension or amount of the fine, and (iii) the right of the Owner to request a hearing by written request to the Association within 14 days after the Association's notice. If the Owner desires a hearing, they must so notify the Association in writing within 14 days after the Association's notice, and in that event a hearing shall be held in accordance with applicable law upon not less than 14 days written notice to the Owner. At the hearing, the Owner shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and the suspension or fine proposed may be approved, disapproved or modified. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any

common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded. If the Owner fails to timely request a hearing, or fails to attend the hearing, the proposed fine or suspension set forth in the Association's notice shall be deemed imposed.

- Any fine imposed shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after the decision at the hearing. Any fine levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of the Declaration and Bylaws relating to the late payment of Assessments shall be applicable.
- 18.3 The Board may delegate the right to impose suspension or fines, set the amount thereof, and/or conduct hearings pursuant to this paragraph, to a Committee of the Association. Disciplinary action and fines under the Declaration, these Bylaws or the Rules shall be imposed only by the Board, and may be based upon the findings and recommendations of a Committee if the hearing is conducted by a Committee. The Board may adopt the recommendations of the Committee in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations.
- 18.4 Notwithstanding the foregoing, the Association shall not have the right to impose any fine against Declarant.

The foregoing was adopted as the Bylaws of EASTON VILLAGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 26 day of October, 2001.

Approved:

President

Secretary

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