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Division of Corporations

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
DEER CREEK RV GOLF & COUNTRY CLUB, INC.  
(A Corporation Not-For-Profit)**

2019 FEB 20 PM 4:15  
SECRETARY  
HALL ASSET

The Articles of Incorporation of Deer Creek RV Golf & Country Club, Inc., a Florida not-for-profit corporation, are hereby amended and restated as follows, pursuant to a Resolution of the Board of Directors adopted as of January 18, 2019

**ARTICLE I  
NAME AND ADDRESS**

The name and address of this corporation shall be: Deer Creek RV Golf & Country Club, Inc. (hereinafter referred to as the "Corporation"), 42749 Highway 27, Davenport, Florida 33837, which is the principal place of business of the Corporation or such other place or places as may be designated from time to time by the Board of Directors.

**ARTICLE II  
DURATION**

The period of duration of the Corporation is perpetual.

**ARTICLE III  
PURPOSES AND POWERS**

The sole purpose of the Corporation is to own and operate private and social amenities for the pleasure and recreation of its members, owners of lots within the Community (as defined hereinbelow) their guests, and guests of the Corporation. The Corporation is organized exclusively for pleasure, recreation, and other nonprofitable purposes. The Corporation shall be empowered to acquire, rent, lease, let, hold, own, buy, convey, mortgage, bond, sell or assign property, real, personal or mixed, and to borrow money, whether secured or unsecured, and to do and perform all such other acts and things as are allowed by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

**ARTICLE IV  
PROHIBITION AGAINST DISTRIBUTION OF INCOME**

The Corporation is one which does not permit pecuniary gain or profit. No part of any net earnings shall inure to the benefit of any member, director or officer, and as such, they will have no interest in or title to any of the property or assets of the Corporation. Nothing herein shall prohibit the Corporation from reimbursing its directors and officers for all expenses reasonably incurred in performing services rendered to the Corporation.

**ARTICLE V**  
**CAPITAL STOCK**

The Corporation shall have no capital stock and shall be composed of members rather than shareholders.

**ARTICLE VI**  
**QUALIFICATION OF MEMBERSHIP**

The Corporation shall issue three categories of Membership: (a) Premium Membership; (b) General Membership; and (c) Standard Membership. Membership in the Corporation shall be limited to owners of residential lots, or members of any cooperative association owning residential lots, within the community commonly known as Deer Creek Golf & Tennis RV Resort, located in Davenport, Florida (the "Community"). For the purposes of Membership in the Corporation, cooperative members shall be treated as if they own any lot(s) to which their cooperative membership is appurtenant. Premium Membership and General Membership in the Corporation shall be limited to lot owners in the Community who have purchased a Membership in the Corporation. Standard Membership shall be limited to lot owners in Phase I of the Community (commonly referred to as "Mockingbird Ridge") who have entered into a Standard Membership Agreement with the Corporation, and pay regular membership dues, [but have not paid for a Membership in the Corporation.]

**ARTICLE VII**  
**VOTING RIGHTS**

The owner of each Premium Membership shall be entitled to two votes. The owner of each General Membership and each Standard Membership shall be entitled to one vote. The owner of a lot in the following Communities shall also be entitled to one vote: Phase III-A ("Osprey Point"); Phase III-B ("Eagles View"); Phase III-G ("Partridge Pines"); and Phase III C, D, E, and F (Collectively "Regal Pointe").

**ARTICLE VIII**  
**TRANSFER OF MEMBERSHIP**

A Membership may be transferred only through the Corporation in accordance with the procedure set forth in the Amended Membership Plan, dated January 18, 2018.

**ARTICLE IX**  
**LIABILITY FOR DEBTS**

Neither the members nor the officers or directors of the Corporation shall be liable for the debts of the Corporation.

**ARTICLE X**  
**BOARD OF DIRECTORS**

The Board of Directors shall be elected in such a manner as specified in the By-Laws of the Corporation. The Board of Directors of the Corporation shall have such number and terms as specified in the Bylaws of the Corporation.

**ARTICLE XI**  
**IDEMNIFICATION**

The Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as director or officer from and against any and all claims and liabilities to which such person shall become subject by reason of his or her having been, or hereafter being, a director or officer of the Corporation, or by reason of any action alleged to have been taken or omitted by him or her as such director or officer, and the Corporation shall reimburse each such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her gross negligence or willful misconduct.

**ARTICLE XII**  
**DISSOLUTION**

In the event of dissolution or final liquidation of the Corporation, all of the property and assets of the Corporation, after payment of its debts, shall be distributed, as permitted by Florida law or a court having jurisdiction, among its Premium Members and General Members, pro rata except that Premium Members will receive two times the amount of distribution than General Members.

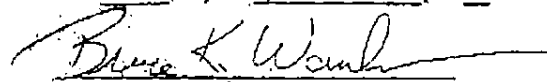
**ARTICLE XIII**  
**REGISTERED OFFICE AND AGENT**

The registered agent of the Corporation is Bernice S. Saxon, Esq., whose address is 201 E. Kennedy Blvd., Suite 600, Tampa, Florida 33602, or such other agent as may be designated with the State of Florida from time to time by the Board of Directors.

**ARTICLE XIV**  
**AMENDMENTS**

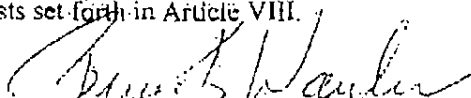
Amendments to these Articles of Incorporation shall be by a majority vote of the voting interests at a meeting of the Corporation where a quorum is established pursuant to the Bylaws. The Bylaws may be amended as provided for therein.

Passed and duly adopted by the Board of Directors this 7<sup>th</sup> day of February, 2019

  
Bernice K. Wamb  
Deer Creek RV Golf & Country Club Secretary

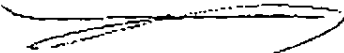
Feb. 20. 2019 3:08PM

Passed and duly adopted by the voting interests set forth in Article VIII.

  
David B. Wauler  
Deer Creek Valley EITFC Secretary

Feb. 20. 2019 3:08PM

I hereby acknowledge that I am familiar with and accept the duties and responsibilities as registered agent for Deer Creek RV Golf & Country Club, Inc.

  
Bernice S. Saxon, Esq.

(REGISTERED AGENT)

DATE: February 3, 2019

**AMENDED AND RESTATED  
BYLAWS OF  
DEER CREEK RV GOLF & COUNTRY CLUB, INC.,  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

**ARTICLE I. GENERAL PROVISIONS**

1.1 Name. The name of this corporation is DEER CREEK RV GOLF & COUNTRY CLUB, INC. (the "Corporation").

1.2 Principal Office. The principal office of the Corporation shall be at 42749 Highway 27, Davenport, Florida 33837, or at such other place as may be subsequently designated by the Board of Directors (hereinafter referred to as the "Board" or sometimes "Directors").

1.3 Definitions. These Amended and Restated Bylaws (the "Bylaws") shall govern the operation of the Corporation. Any terms not defined in these Bylaws shall have those definitions established by the applicable Florida Statutes, except if any definition in these Bylaws conflicts with a definition in the Florida Statutes, where permissible, the definition in these Bylaws shall prevail.

1.4 Dedicatory Documents. The "Dedicatory Documents" shall include all declarations of covenants, conditions, and restrictions encumbering the real property owned by the Corporation, or any portion of it, under which the Corporation is successor to Deer Creek, Ltd. pursuant to that certain Assignment of Declarant's Rights recorded at Official Records Book 9129, Page 1014 of the Public Records of Polk County, Florida.

1.5 Community. The "Community" shall refer to the residential portions, including common amenities, of the property subject to the Polk County Planned Unit Development 86-24, located at the southeast quadrant of the intersection of I-4/U.S. Highway 27, in Section 7, 8, 17, and 18, Township 26 South Range 27 East, Polk County, Florida, and commonly known as Deer Creek Golf & Tennis RV Resort.

1.6 Unless otherwise stated, these Bylaws pertain to Members and owners of a lot in the Community ("Lot Owners") from all phases of the Community.

**ARTICLE II. PURPOSE AND DURATION OF CORPORATION**

The nature and purpose of the Corporation is to own and operate amenities for the recreation, pleasure, and benefit of its Members, its Lot Owners, their guests, and guests of the Community. The period of duration of the Corporation is perpetual.

**ARTICLE III. MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership.

(a) The Corporation shall issue three categories of Membership: (a) a Premium Membership; (b) a General Membership; and (c) a Standard Membership. Membership in the

Corporation shall be limited to Lot Owners. Premium Membership, General Membership, and Standard Membership in the Corporation shall be limited to Lot Owners or members of any cooperative association owning lots in the Community who have purchased a Membership Interest in the Corporation (the "Membership Interest") in their respective categories (jointly, the "Voting Members"). For the purposes of Membership in the Corporation, cooperative members shall be treated as if they own any lot(s) to which their cooperative membership is appurtenant. Lot Owners shall be entitled to purchase a separate Membership Interest with respect to each lot owned within the Community.

b) Persons desiring to become Premium Members, General Members or Standard Members in the Corporation shall be required to purchase a Membership Interest in the amount and in the manner set forth in their Membership Purchase Agreement and pay assessments. Assessments of Premium, General, and Standard Members and/or the price of a Membership Interest may be increased or decreased from time to time in accordance with these Bylaws.

### 3.2 Voting.

#### (a) Number of Votes.

(i) The owner of each Premium Membership shall be entitled to two votes per Premium Membership Interest purchased.

(ii) The owner of each General Membership shall be entitled to one vote per General Membership Interest purchased.

(iii) The owner of each Standard Membership shall be entitled to one vote per Standard Membership Interest Purchased. No more than two Membership Interests per lot may be purchased.

(iv) Each Lot Owner in good standing within the Osprey Point, Eagle View, Partridge Pines, and Regal Pointe Communities (the "Core Communities") contained in Deer Creek RV Golf & Country Club, Inc. has one vote. (While each Lot Owner in good standing in a Core Community (the "Core Community Lot Owner") has one vote, the Core Community Lot Owner must also have a Membership Interest in the Corporation to be eligible to serve as a Director of the Corporation).

(b) Designation of Voting Member. If a Membership Interest is owned by more than one Member, all of the persons owning a Membership Interest shall be eligible to hold office, attend meetings, and act as full Members of the Corporation, but the person entitled to cast the vote of the Member shall be designated in the Member's Membership Agreement (the "Designated Voter"). Likewise, if a Core Community Lot is owned by more than one person or by an entity, the Core Community Lot Owner must designate in writing the person entitled to cast the vote of the Core Community Lot Owner.

(c) Majority Vote. The acts approved by a majority of votes present in-person, by written ballot or by proxy at a meeting at which a quorum shall be present, shall be binding upon all Members and Lot Owners for all purposes, except where otherwise provided by law, in the Amended and Restated Articles of Incorporation (the "Articles of Incorporation") or by these



Bylaws. As used in these Bylaws, the term majority shall mean more than fifty (50%) percent of the total authorized votes of all Members and Core Community Lot Owners present, in person, by written ballot or by proxy, and voting at any meeting of the Members and Core Community Lot Owners at which a quorum including proxies shall be present.

(d) Quorum. Unless otherwise provided in these Bylaws, the presence in person, by written ballot or by proxy of 1/3 of the designated Members shall constitute a quorum.

(e) Voting Procedures. A vote by a Premium Member, General Member, Standard Member or Core Community Lot Owner can be cast by written ballot or by proxy or in person at a meeting of the Corporation's Members and Core Community Lot Owners in accordance with the procedures as set forth herein and as otherwise may be established by the Board of Directors.

(f) All categories of Members and Core Community Lot Owners must be in good standing to vote.

3.3 Age. The minimum voting age shall be 21.

3.4 Transferability of Memberships. Transfers of Membership certificates shall be made only on the books of the Corporation. The existing certificate, properly endorsed, shall be surrendered and cancelled before a new certificate is issued. All transfers of Membership certificates are subject to these Bylaws and the Amended Membership Plan, dated January 18, 2018, and approved on December 4, 2018.

#### ARTICLE IV. MEMBERSHIP AND MEETINGS

4.1 Date and Place of Meetings. All meetings of the Members and Core Community Lot Owners shall be held in the Deer Creek Main Club House or at such other place and at such time as shall be designated by the Directors and stated in the notice of the meeting.

4.2 Notices. The Secretary shall give at least fourteen (14) days', but not more than sixty (60) days', prior notice of all meetings of the Members and Core Community Lot Owners, by either written notice or e-mail to all Members of the Corporation and Core Community Lot Owners. Notice of any meeting shall also be posted in a conspicuous place on Corporation property on the date of its mailing to the Members and Core Community Lot Owners. The notice must state the place, day, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the special meeting is called. Notice of any meeting in which regular assessments against Members and Lot Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

4.3 Fixing of Record Date. For the purpose of determining the Members and Core Community Lot Owners entitled to notice of or to vote by written ballot, proxy or to vote at any meeting of the Members and Core Community Lot Owners, or in order to make a determination of the Members and the Core Community Lot Owners for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of the Members and Core Community Lot Owners, such date in any case to be no more than sixty (60) days and not less than ten (10) days, before the mailing of ballots or the date of such meeting. If

no record date is fixed for the determination of the Members and Core Community Lot Owners entitled to notice of, or to vote by written ballot or proxy or to vote at a meeting of the Members and Core Community Lot Owners, the date on which ballots are mailed or notice of the meeting is delivered shall be the record date for such determination of the Members and Core Community Lot Owners. When determination of the Members and Core Community Lot Owners entitled to vote at any meeting of the Members and Core Community Lot Owners has been made, such determination shall apply to any adjournment of the meeting.

4.4 Annual Meeting. The annual meeting for the purpose of electing the Member At Large, when the term dictates, and transacting any other authorized business shall be held on the third Thursday in January of each year or at such other time as shall be selected by the Directors. At the annual meeting, the Members and the Core Community Lot Owners shall elect the Member At Large, when the term dictates, subject to the procedures described below, and shall transact such other business as may be properly brought before the meeting.

4.5 Regular Meetings. Regular meetings of the Members and the Core Community Lot Owners for any purpose, unless otherwise prescribed by statute, may be established by resolution of the Board of Directors from time to time. A copy of such resolution and the meeting agenda shall be posted in a conspicuous place on Corporation property at least fourteen (14) days prior to the first of such regular meetings. The notice of the meeting must contain the date, time, and place at which the meeting will be held and be properly noticed in accordance with Section 4.2.

4.6 Special Meetings. Special meetings of the Members and the Core Community Lot Owners for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at the request, in writing, of a majority of the Directors or at the request, in writing, of Members and Core Community Lot Owners representing twenty (20%) percent of the total number of Members and the Core Community Lot Owners outstanding. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject(s) stated in the notice of the meeting. The notice of the meeting must contain the date, time, and place at which the meeting will be held and be properly noticed in accordance with Section 4.2.

4.7 Waiver and Consent. Whenever the vote of the Members and the Core Community Lot Owners at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation or of these Bylaws to be taken in connection with any actions of the Corporation, the meeting and vote of Members and Core Community Lot Owners may be dispensed with if all Members and Core Community Lot Owners who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken. Members and Core Community Lot Owners may waive notice of specific meetings and may take action by written agreement without meetings.

4.8 Adjourned Meetings. If any meeting of the Members and Core Community Lot Owners cannot be convened or cannot proceed because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

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4.9 Conduct of Meetings. Members and Core Community Lot Owners shall have the right to participate in meetings of the Members and the Core Community Lot Owners with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Member and the Core Community Lot Owner participation. Any Member and any Core Community Lot Owner may tape record or videotape meetings of the Members and the Core Community Lot Owners pursuant to policy adopted by the Board of Directors.

4.10 Minutes of Meetings. The minutes of all meetings of Members and Core Community Lot Owners shall be kept in a book available for inspection by the Members and the Core Community Lot Owners or their authorized representatives and the Board of Directors, at any reasonable time. In the alternative, the minutes of all meetings, and all other records described in Florida Statutes Section 617.1601, shall be maintained in such other form capable of conversion into written form within a reasonable time. The Corporation shall retain these minutes for a period of not less than seven years.

#### ARTICLE V. DIRECTORS

5.1 General; Number and Composition. The affairs of the Corporation shall be managed by a Board of Directors. There will initially be seven members of the Board of Directors. The number of Board members and composition of the Board of Directors may be changed from time to time by a majority of the Members and the Core Community Lot Owners voting in person, by written ballot or by proxy at a duly called meeting of the Members and the Core Community Lot Owners at which a quorum is present.

##### 5.2 Qualification.

(a) Each Director shall be a Voting Member or the Designated Voter of a Membership Interest owned jointly or by a corporation, limited liability company or other similar entity, or the beneficiary of a trust owning the Membership Interest. No Director shall continue to serve on the Board after ceasing to be a Voting Member or the Designated Voter of a Membership Interest in the Corporation.

(b) The Board of Directors shall consist of seven Members, including one Director from each of the six phases of the Community (the "Phase Directors") and one Director at large (the "At Large Director"). The phases of the Community ("Phase(s)"), as reflected in the various Plats of the Community recorded in the Public Records of Polk County, Florida, are as follows: Phase I ("Mockingbird Ridge"), Phase II ("Regal Ridge"), Phase III-A ("Osprey Point"), Phase III-B ("Eagle's View"), Phase III-G ("Partridge Pines"), and Phase III-C, D, E and F (collectively, "Regal Pointe"). Except for Phase I and Phase II, each Phase Director shall be elected, pursuant to the procedures set forth below, solely by Voting Members, or their Designated Voters, owning a Membership Interest appurtenant to lots within the respective Phase. For example, only Membership Interests appurtenant to lots within Osprey Point shall be entitled to vote, according to the voting rights set forth in Section 3.2(a), above, for the Osprey Point Phase Director. The At Large Director shall be elected by all Voting Members, according to the voting rights set forth in Section 3.2(a), above. In Phase I and Phase II, each Phase

Director shall be elected pursuant to the procedure set forth below solely by those owning a Membership Interest appurtenant to lots within the respective Phase.

### 5.3 Nomination and Election of Directors

(a) At least 90 days prior to the annual meeting of the Members and the Core Community Lot Owners, the Board of Directors shall appoint a separate election committee for each Phase Director that will be elected at the next annual meeting of the Members and the Core Community Lot Owners (the "Phase Election Committee(s)"), which shall be comprised of three (3) Voting Members holding a Membership Interest appurtenant to a lot within the respective Phase. The Phase Election Committee shall (i) select a date, time, and location in the Community for the Phase Election Meeting, and (ii) solicit, among Voting Members in good standing holding Membership Interests appurtenant to a lot within the respective Phase, eligible nominees to fill the pending vacancy for Phase Director. At least fifteen (15) days prior to the Phase Election Meeting, the Phase Election Committee shall post, in a conspicuous place within the Phase, and shall deliver to all Members and Core Community Lot Owners within the Community, by either U.S. mail or e-mail, (i) the date, time, and location of the Phase Election Meeting, and (ii) a list of all Members who have been nominated for the position (the "Phase Election Notice"). Voting for the Phase Directors shall be conducted by a secret ballot election, and shall be limited to the nominees listed in the Phase Election Notice. Members of the Phase Election Committee shall serve for a term of one (1) year or until their successors are appointed and qualified.

(b) At least forty-five (45) days prior to any annual meeting of the Members and the Core Community Lot Owners where an election will take place for the At Large Director, the Board of Directors shall post, in a conspicuous place within the Communities, and shall deliver to all Members and the Core Community Lot Owners, by either U.S. mail or e-mail, a notice soliciting nominations to fill the pending vacancy for the At Large Director. Nominations for the At Large Director may be submitted, in writing, by any eligible Voting Member and Core Community Lot Owners in good standing at the principal office of the Corporation. Nominations for the At Large Director shall be closed as of 5:00 p.m., twenty (20) days prior to the annual meeting of the Members and the Core Community Lot Owners. Additional nominations for the At Large Director may be taken from the floor at the annual meeting of the Members and the Core Community Lot Owners. The vote for the At Large Director shall be conducted by secret ballot.

(c) Election of the At Large Director shall be held at the annual meeting of the Members and the Core Community Lot Owners. Elections for the Phase Directors shall be held at meetings of the Voting Members owning Membership Interests appurtenant to the lots within the respective Phases and the Core Community Lot Owners, to be held at least thirty (30), but not more than forty-five (45) days prior to the annual meeting of the Members and the Core Community Lot Owners (the "Phase Election Meeting(s)"). The presence, in person or by proxy, of 1/3 of Voting Members holding a Membership Interest appurtenant to a lot within in the respective Phase shall constitute a quorum for the purposes of the Phase Election Meetings. The term of Phase Directors shall not commence until the adjournment of the next annual meeting after their election, but they may, subject to the consent of the current Board of

Directors, attend meetings of the Board of Directors that take place between their election and the commencement of their term.

(d) Election of Directors. The election of Directors by Voting Members of the Corporation and the Core Community Lot Owners shall be by written ballot or proxy (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast a vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting (i.e. submitting more than one vote for a single nominee)

5.4 Terms of Directors. At annual meetings, elections shall be held to fill the expiring two year terms and the remainder of a term for any Directors' positions becoming open as a result of vacancies.

5.5 Removal and Resignation of Directors.

(a) Directors may be removed from office by following the requirements and procedures set forth in Florida Statutes Section 617.0808, as amended, which are adopted for this purpose.

(b) Any Director may resign at any time by sending written notice of such resignation to the office of the Corporation at 42749 Highway 27, Davenport, Florida 33837. Any Director shall become disqualified to hold office upon the transfer of the Membership Interest or termination of the Membership Interest designating the Director as being the Designated Voter of a Membership Interest.

(c) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification or removal from office, a majority of the remaining Directors, though not less than a quorum, shall choose a successor from the particular Phase that was represented by the vacated Director, except that in the case of a vacancy by the At Large Director, a successor shall be chosen from any Phase in the Community, subject to the provisions of Florida Statutes Section 617.0808(1)(f).

(d) The term of any Director appointed to fill a vacancy expires at the next annual meeting at which Directors are elected.

## ARTICLE VI. DIRECTORS AND MEETINGS

6.1 Organizational Meeting. The organizational meeting of the Board of Directors shall be held immediately after the election at the annual meeting of the Members and the Core Community Lot Owners. The only order of business at the meeting shall be the election of officers. Notice of such meeting shall be given to the Members and the Core Community Lot Owners with the notice of the annual meeting of the Members.

6.2 Regular Meetings.

(a) The Board of Directors will meet at least four times a year with adequate notice of all Directors' meetings by duly adopted rule or given to all Directors personally, by email or regular mail, which notice shall state the time, place, and purpose of the meeting at least forty-

eight (48) continuous hours preceding the meeting, except in an emergency. Regular meetings of the Board of Directors are not open to Members and the Core Community Lot Owners except by invitation only with the exception of subsection (b) below.

(b) Meetings at which regular assessments, nonemergency special assessment or amendments to rules regarding lot or unit use, will be proposed, discussed or approved shall be open to Members and Core Community Lot Owners. Members and Core Community Lot Owners shall have the right to participate in such meetings of the Board of Directors via comments or questions, subject to any reasonable rules governing the frequency, duration, and manner of Member and Core Community Lot Owner participation adopted by the Board of Directors, but Members and Core Community Lot Owners shall not be entitled to vote. Any Member or Core Community Lot Owner may tape record or videotape meetings of the Members and the Core Community Lot Owners pursuant to policy adopted by the Board of Directors. Written notice of any meeting at which regular assessments, nonemergency special assessments or amendments to rules regarding lot or unit use, will be proposed, discussed or approved, shall be emailed, mailed or delivered to the Members and the Core Community Lot Owners and posted conspicuously in the Community not less than fourteen (14) days prior to the meeting. Notice of any meeting in which any assessments against Lot Owners are to be considered for any reason, or at which amendments to the rules regarding lot or unit use shall specifically contain a statement that assessments will be considered and the nature of such assessments.

6.3 Special Meetings. Special meetings of the Directors may be called by the President, or in the President's absence, by the Vice-President and must be called by the President and Secretary at the written request of at least two (2) of the Directors. Notice of the meeting shall be given personally or by email, or regular mail, except in an emergency, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than forty-eight (48) hours prior to the meeting, except that, for any meeting where the budget or assessments against Membership Interests and/or Lot Owners are to be considered, notice of such meeting shall be sent to all Members and Core Community Lot Owners and shall comply with the requirements of Section 6.2(b), above.

6.4 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting unless the Director states that attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

6.5 Quorum. A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors.

6.6 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

6.7 Action Without Meetings. Any action which may be taken by the Board of Directors may be taken without a meeting if unanimous consent in writing setting forth the action taken, signed by all of the Directors entitled to vote is filed in the minutes of the proceedings of the Board of Directors. A consent shall have the effect of a unanimous vote.

6.8 Chairman of the Board. The presiding officer of the Directors' meetings shall be the President of the Corporation who shall also be the Chairman of the Board and, in the absence of the Chairman of the Board, a temporary Chairman selected by a majority of the Board shall preside.

6.9 Non-Agenda Items. Any item not included on the notice of a meeting may be taken up on an emergency basis upon agreement by at least a majority plus one of all the members of the Board of Directors. In the event that an emergency action is taken as set forth in this Section, notice of such action shall be included in the agenda of the next regular meeting of the Board of Directors and shall be ratified by a majority vote of the Directors present at such meeting.

6.10 Conduct of Meetings. The Directors may adopt reasonable rules governing the frequency, duration, and manner of meetings.

6.11 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members and the Core Community Lot Owners or their authorized representatives. In the alternative, the minutes of all meetings, and all other records described in Florida Statutes Section 617.1601, shall be maintained in such other form, capable of conversion into written form within a reasonable time. Minutes of the meetings of the Board of Directors shall be retained for a period of not less than seven years.

6.12 Electronic Communication. Unless the Articles of Incorporation or the Bylaws provide otherwise, the Board of Directors may permit any and all Directors to participate in a regular or special meeting by, or conduct the meeting with the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. There shall be no voting by proxy or wire transmission.

6.13 Compensation. Directors shall not be entitled to any compensation for their services as Directors other than for reimbursement for expenses incurred and only upon approval of the Board of Directors.

6.14 Committees. The Board of Directors may from time to time appoint a committee or committees. Each such committee shall have at least one Director as a member. Both members of the Board of Directors and non-members of the Board of Directors may be appointed. All committee meetings except meetings at which a proposed budget is to be considered, shall, at the option of the Chairman thereof or a majority of the committee members, be conducted in private. No committee shall take any action that shall be binding on the Board of Directors without a majority vote of the Directors attending a regular or special meeting of the Board of Directors.

6.15 Approval Authority. Where approval or consent of the Board of Directors is required under these Bylaws, the Board of Directors may, by resolution, delegate its authority to a committee of two or more Directors. Each such committee shall keep minutes of each approval procedure. If the committee fails to unanimously approve the requested action, it shall be referred to the Board of Directors at its next regularly scheduled meeting for final

determination.

6.16 The Corporation shall obtain and maintain directors and officers liability insurance.

#### **ARTICLE VII. POWERS AND DUTIES OF THE DIRECTORS**

7.1 The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts except such acts which by law or which by these Bylaws may not be delegated to the Board of Directors by the Members and the Core Community Lot Owners. The Board of Directors shall have the power and duty to operate and maintain the amenities of the Community; determine the expenses required by the operation of the Corporation; collect assessments necessary for the common expenses of the Corporation; employ personnel necessary for the operation of the amenities; adopt rules and regulations covering the details of the operation of the amenities; enter into businesses related to the operation of the Corporation; maintain bank accounts; purchase, lease or acquire the Membership Interests in the name of the Corporation; lease, sell, sublet, transfer, mortgage or grant licenses and easements or otherwise deal with the Corporation's assets; take title to real and personal property (including intangible personal property) as trustee for the Members; obtain insurance; borrow money on behalf of the Corporation when required in connection with capital improvements, operation, care, upkeep, and maintenance of the amenities or other assets or refinancing of the mortgages or other security interests encumbering the Corporation's property.

7.2 The Board of Directors shall exercise all of the powers specifically set forth in the Articles of Incorporation, these Bylaws, any documents of record that provide for the authority of the Board of Directors, including but not limited to, Dedicatory Documents, and laws of Florida; shall collect delinquent assessments by suit or otherwise; shall abate nuisances; may enjoin or seek damages from Members for violation of these Bylaws, the rules and the terms and conditions of the Dedicatory Documents; and may impose a reasonable fee required for the transfer or sale of a Membership Interest.

7.3 The Board of Directors shall assess Lot Owners of the Community a monthly amenities fee in accordance with the Dedicatory Documents, and in an amount sufficient, when added to other income, to pay operating expenses of the Corporation, including debt service.

7.4 In addition to the powers set forth herein, the Corporation shall have all those powers set forth in Chapter 617 of the Florida Statutes.

#### **ARTICLE VIII. OFFICERS**

8.1 Positions and Election. The officers of the Corporation shall be elected annually by the Board and shall include a president, a secretary, and a treasurer. The Board of Directors, in its discretion, may also elect a chairman (who must be a Director), one or more vice-chairmen (who must be Directors) and one or more vice presidents, assistant secretaries, assistant treasurers, and other officers. Any two or more offices may be held by the same person.

8.2 Term. Each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation or removal.



8.3 Removal. Officers shall serve at the pleasure of the Board of Directors and may be removed from office, with or without cause, by a majority vote of the Board of Directors where a quorum is present.

8.4 Resignations. Any officer may resign his or her post at any time by written resignation delivered to the Secretary, which shall take effect immediately, unless a later date is specified therein.

8.5 Other Officers. The Board of Directors may fill vacancies in any office or new office created at any meeting of the Board of Directors.

8.6 Duties of Officers. Any officer may be given additional assignments and duties by the Board of Directors.

8.7 President. The President shall be the chief executive officer of the Corporation and Chairman of the Board of Directors. The President shall preside at all meetings of the Members and the Core Community Lot Owners. The President shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all written contracts and perform all of the duties incident to the office, and such duties as may be delegated from time to time by the Board of Directors.

8.8 Vice-President. The Vice-President shall perform such duties as may be required by the Board of Directors and, in the absence of the President, those duties incidental to the office of the President.

8.9 Secretary. The Secretary or Assistant Secretary shall issue notices of meetings, shall attend and keep minutes of all meetings, shall have the responsibility for authenticating records of the Corporation, and shall have charge of all of the books and records of the Corporation, except those kept by the Treasurer.

8.10 Treasurer. The Treasurer shall supervise the custody of the Corporation funds and securities. The Corporation's manager shall keep full and accurate accounts of the Corporation's receipts and disbursements and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall monitor the Corporation's manager's activities in this regard, as advised by the Corporation's accountant, and shall account to the Corporation, the Members and the Core Community Lot Owners in accordance with Florida law.

#### **ARTICLE IX. CORPORATE FUNDS & ASSESSMENTS**

9.1 Depositories. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by resolutions of the Board of Directors. Funds shall be withdrawn with two signatures and demands for money signed as designated by the Board of Directors.

9.2 Fiscal Year. The fiscal year of the Corporation shall begin in January each year; provided, however, the Board of Directors is expressly authorized to change to a different fiscal year if it deems it advisable.

9.3 Assessments. Lot Owners assessments and Membership assessments for Members other than those whose Membership Interest is appurtenant to a lot in Mockingbird Ridge shall be in accordance with the Dedicatory Documents and these Bylaws (collectively, the "Documents"). Membership assessments for Members whose Membership Interest is appurtenant to a lot within Mockingbird Ridge shall cover (i) the budgeted expenses for the upkeep and maintenance, and otherwise attributable to the Amenities (hereinafter defined) that are not located within any individual Phase of the Community (the "Common Amenities"), less (ii) any portion of such expenses paid directly to the Corporation by the property owners' association for Mockingbird Ridge.

9.4 Determination of Budget.

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to cover the anticipated expenses over the upcoming year associated with the upkeep and maintenance of the various Community amenities owned and operated by the Corporation (the "Amenities") and, after considering income from other sources, shall allocate those expenses in accordance with the Dedicatory Documents by virtue of a budget to be adopted by the Board of Directors. Expenses shall include expenses for the operation, maintenance, repair or replacement of the Amenities; costs of carrying out the powers and duties of the Corporation; all insurance coverage; and any other expenses for the upkeep and maintenance, or otherwise attributable to, the Amenities as provided for in the Dedicatory Documents.

(b) Assessments shall be payable monthly or quarterly in advance and shall be due on the first day of each month, or as otherwise provided by the Membership Agreement or as determined by the Board of Directors as to Lot Owners. Assessments shall be made against Members and Lot Owners of the Community, in an amount sufficient to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special assessments, if necessary, may be levied and shall be payable in the manner determined by the Board of Directors.

(c) A copy of the proposed budget shall be made available to the Members and the Lot Owners not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting.

(d) When the Board of Directors approves the budget, the Treasurer shall email, mail or present to each Member and each Lot Owner a statement of assessment.

(e) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

9.5 Application of Payments and Commingling of Funds. All sums collected by the Corporation from Member assessments, non-Member Lot Owners assessments, and other charges and income may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. Such commingling will be subject to regularly conducted accounting, by an independent CPA, which shall reflect the actual expenses incurred by the Corporation with respect to the various Amenities.

9.6 Fidelity Bonds. The Corporation may obtain a fidelity bond, the cost of which shall be included in any Corporation budget.

9.7 Accounting Review or Audit. Unless waived by the Members, a review or audit of the accounts of the Corporation shall be made in compliance with law from time to time as directed by the Board of Directors. A copy of any report received as a result of a review, audit or written summary thereof shall be furnished to each Member of the Corporation.

9.8 Accounting Records and Reports. The Corporation shall keep all corporate records required by Florida Statutes Section 617.1601, which records shall be available for inspection by Members and to the extent required by Florida Statutes Section 617.1602, to the Lot Owners. The accounting records of the Corporation 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 Board of Directors shall select an outside auditor who shall be available at the annual meeting to answer questions.

#### **ARTICLE X. PARLIAMENTARY RULES**

10.1 Roberts' Rules of Order (latest edition) shall govern the conduct of the Corporation meetings including committees when not in conflict with the Articles and these Bylaws.

#### **ARTICLE XI. AMENDMENTS**

11.1 Except as otherwise provided elsewhere, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted, only by: (a) a two-thirds (2/3rds)/majority vote of all of the members of the Board of Directors, and (b) 2/3's of those Voting Members and the Core Community Lot Owners present at a duly called meeting of the Corporation by written ballot or in person or by proxy at any duly called and constituted annual or special meeting of the Members of the Corporation and the Core Community Lot Owners at which a quorum of the Members is present either in person or by proxy. The proposed amendment must be set forth in the notice of the meeting. Such alteration, amendment or repeal shall be effective on the date the action was adopted.

11.2 Proposal of Amendments. A resolution for the adoption of an amendment to these Bylaws may be proposed either by majority of the Directors or by not less than twenty (20%) percent of the Members entitled to vote.

#### **ARTICLE XII. COMPLIANCE AND DEFAULT**

12.1 Failure to pay assessments:

(a) In the event any Member or any Core Community Lot Owner defaults on any assessment or other obligation to the Corporation, in addition to any rights that the Corporation may have under the Dedicatory Documents, the defaulting Member or defaulting Core Community Lot Owner shall be automatically, and without notice, deemed to be a Member or a Core Community Lot Owner not in good standing until such default has been cured, in full. Members or Core Community Lot Owners not in good standing shall not be entitled to take

advantage of any of the benefits of Membership, or other benefits, as applicable, including, but not limited to, any voting rights, access to Amenities, or discounts Members may otherwise be entitled to, until such default is cured, in full.

(b) The Corporation shall have a lien against all Membership Interests for any dues, fees, assessments or charges owed to the Corporation with respect to that Membership Interest. In the event a Membership remains in default for failure to pay an assessment for at least ninety (90) days, the Corporation may, in its discretion, place the Membership on the appropriate waiting list for repurchase, pursuant to Section 3.4, above, and apply the proceeds of such repurchase to all amounts owed to the Corporation.

12.2 Negligence or Carelessness of a Member or Lot Owner. Each Member or each Lot Owners shall be liable for the expenses of any repair or replacement rendered necessary by the Member's or the Lot Owner's act, neglect or carelessness, or by the negligence of any family member, guest, sublessee, employee, agent or licensee.

#### **ARTICLE XIII. INDEMNIFICATION.**

13.1 Each Director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon in connection with any proceeding or settlement in which the Director or officer may become involved, by reason of being or having been a Director or officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the duties of the office held. In the event of a settlement, the indemnification established herein shall apply only when the Board of Directors approves such settlement or reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such Director or officer may be entitled.

#### **ARTICLE XIV. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

14.1 Except as expressly provided in these Bylaws, the termination of Membership in the Corporation or the termination of Lot ownership shall not relieve or release any former Member or former Lot Owner from any liability or obligation incurred under or in any way connected with the Corporation during the period of Membership or Lot ownership, or impair any rights or remedies which the Corporation may have against such former Member or Lot Owner arising out of, or which is in any way connected with such Membership or such Lot ownership.

#### **ARTICLE XV. LIMITATION OF LIABILITY:**

15.1 Notwithstanding any duty of the Corporation to maintain and repair the Amenities, the Corporation shall not be liable for injury or damage caused by a latent condition in any unit or lot or otherwise in the Community, nor for injury or damage caused by the elements, Members or Lot Owners, residents or guests within the Community or other persons.

#### **ARTICLE XVI. SEAL**

16.1 The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### ARTICLE XVII. RULES AND REGULATIONS

17.1 Rules and regulations may be adopted and amended from time to time and shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Members or Lot Owners, residents, and guests in the Community. The Members and the Lot Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, servants, and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by the Board of Directors; no vote of the Members or of the Core Community shall be required. A change, amendment or adoption of a rule and regulation shall not require an amendment to the Bylaws.

#### ARTICLE XVIII. INQUIRIES

18.1 Any inquiry filed by a Member or a Lot Owner over the operation or administration of the Corporation, shall be by written request, forwarded by certified mail to the Board of Directors, and such inquiry shall be disposed of in accordance with law.

#### ARTICLE XIX. CONSTRUCTION

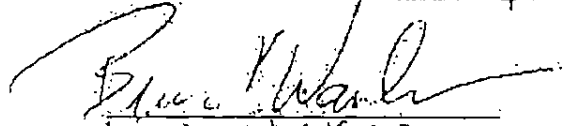
19.1 Whenever the masculine singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

19.2 Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

#### ARTICLE XX. CONFLICT


20.1 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Dedicatory Documents, the provisions of the Dedicatory Documents shall prevail.

Passed and duly adopted by the Board of Directors this 7th day of February, 2019.

  
Debra C. K. Wolf Secretary

Feb. 20. 2019 3:12PM

Passed and duly adopted by the Members this 7th day of February, 2019.

  
Bruce L. Warburton  
Deer Creek Ry Co. Secretary

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