

**BY-LAWS  
SUNRISE LAKES COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1: DEFINITIONS**

**1.1 “Association”** shall mean and refer to **SUNRISE LAKES COMMUNITY ASSOCIATION, INC.**, a Florida nonprofit corporation organized and existing under the laws of the State of Florida. The Association may change its name by an affirmative vote of a majority of the Members.

**1.2 “Declaration”** shall mean and refer to the **Declaration of Covenants, Conditions and Restrictions for Sunrise Lakes**, as recorded in Book 2201, Pages 0492, et. seq., Public Records of Lake County, Florida, together with all exhibits attached thereto, as amended from time to time.

**1.3 “Member”** shall mean and refer to all those Owners who are Members of the Association, as provided in Article 3 of the Declaration.

**1.4 “Property”** shall mean and refer to the Property as defined in the Declaration.

**1.5** All other Definitions from the Declaration are incorporated herein by this reference.

**ARTICLE 2: PURPOSES**

The following are the purposes for which the Association has been organized:

1. To promote the health, safety and social welfare of all Owners of a Lot within the Property;
2. To provide for the improvement, maintenance and preservation of the Common Areas of the Property;
3. To administer and enforce all of the terms, conditions and covenants set forth in the Declaration;
4. To administer the architectural review of any and all exterior alterations of the Lots within the Property;
5. To operate without profit for the sole and exclusive benefit of the Members; and
6. To exercise all right, powers and obligations of a homeowners association pursuant to Chapter 720, Florida Statutes.

### **ARTICLE 3: MEMBERSHIP**

**3.1 Members.** The Members of the Association shall consist of all Owners of a Lot within the Property, as it is defined in the Articles and the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Lot by foreclosure or deed in lieu of foreclosure. Every Owner shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles, these By-Laws and other rules and regulations of the Association (hereinafter collectively referred to as the "Governing Documents"). In addition to the foregoing, the family guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of the Governing Documents.

**3.2 Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a record title to a Lot in the Property. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a recorded copy of such instrument. Failure by an Owner to provide to the Association written notification of the change in membership shall constitute a waiver of such Owner's right or claim to lack of notice of assessments due or otherwise for so long as the failure to notify continues.

**3.3 Membership Rights Appurtenant to Lot Ownership.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to said Member's Lot.

**3.4 Membership Rights Subject to Payment of Assessments.** The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each Owner of a Lot, and becomes a lien upon the Lot against which assessments are made as provided by of the Declaration and in accordance with these By-Laws.

**3.5 Suspension of Certain Membership Rights.** The membership rights, including the right to vote and the right to use the Common Areas (with the exception of any roads needed for ingress and egress), of any Owner who owns a Lot in the Property may be suspended by action of the Board during (i) the period when any assessments(s) against the Lot remain unpaid; and (ii) for any period not to exceed ninety (90) days for any infraction of the Declaration and/or the Association's rules and regulations. Prior to such suspension of rights, the Board shall appoint a committee of three (3) individuals to examine the appropriateness of the proposed suspension and shall provide prior notice to such Owner advising the Owner that the committee will be meeting to consider suspending such Owner's membership rights. Upon payment of such assessments, the Owners' rights and privileges shall be automatically restored. Nothing

contained herein shall limit, impair, or abrogate the Association's right to set, assess, collect and enforce assessments pursuant to the Declaration.

#### **ARTICLE 4: VOTING**

##### **4.1 Allocation of Voting Rights.**

1. Members of the Association shall be allocated votes as follows: Members shall be all Owners of Lots within the Property. Each Member shall be allocated one (1) vote for each Lot in which such Member hold the interest required for membership by the Articles of Incorporation and Declaration.
2. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two (2) or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationships respecting the same Lot, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary/Treasurer of the Association, such Owners shall select one (1) official representative to qualify for voting in the Association and shall notify in writing the Secretary/Treasurer of the Association of the name of such individual. The vote of each individual shall be considered to represent the will of all the Owners of that property. In the circumstance of such common ownership if the Owners fail to designate their voting representative then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Member(s). Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.
3. For purposes of determining voting rights hereunder the membership roster shall be set as of sixty (60) days prior to the commencement of the Association's fiscal year.

**4.3 Decisions by Designated Representative of Owner.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote on behalf of the Owners if at an Association meeting, unless the joinder of record Owners is specifically required by the Governing Documents.

**4.4 Majority.** As used in these By-Laws, the term "Majority" shall mean more than Ten Percent (10%) of the votes of the Members of the Association in accordance with the votes as assigned in the Governing Documents.

**4.5 Quorum.** Except as otherwise provided in the Governing Documents, the presence in person or by proxy of at least Ten Percent (10%) of the Members of the Association

entitled to cast a vote shall constitute a quorum. The acts of Members having at least fifty percent (50%) of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Governing Documents.

**4.6 Proxy.** Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the Lot and must be filed with the Secretary/Treasurer of the Association not later than one (1) business day prior to the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the Member of his Lot. Proxies shall in no event be used in electing the directors to the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

**4.7 Ballot Voting.** At any vote by a ballot, the chairman of such meeting shall, immediately prior to the commencement of balloting, appoint a committee of three (3) who shall act as 'Inspectors of Election.' The Inspectors of Election shall, at the conclusion of a vote by ballot, certify in writing to the chairman the results of such ballot vote, and shall physically affix the certified results in the minute book to the minutes of that meeting. No Inspector of Election shall be a candidate for office or shall be personally interested in the question voted upon.

## **ARTICLE 5: MEMBERS' MEETINGS**

**5.1 Place of Meetings.** Meetings of the Members shall be held at such place convenient to the Members as may be designated by the Board.

**5.2 Annual Meetings.** After the first annual meeting of the Members, called by the Developer, each subsequent annual meeting of the Members shall be held during the month of January each year, at the place and time determined by the Board from time to time. The purpose of the annual meeting of the Members shall to elect Directors and to transact any other business authorized to be transacted by the Members at such meeting.

**5.3 Special Meetings.** Special meetings of Members shall be held whenever called by a majority of the Board and must be called by such Directors upon receipt of a written request from Members entitled to cast at least twenty-five percent (25%) of the votes of members.

**5.4 Notice.** Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board for the purpose of giving such notice. Notice may be given to the Member either personally, or by sending a copy of the notice through the mails, postage thereon fully prepaid, to the address appearing on the books of the Association. If mailed, Notice shall be deemed delivered when deposited in the United States mail. Any Member may request, in writing, to receive notice of any meeting required hereunder these By-Laws or the Declaration via electronic mail. Should a Member who has requested, in writing, to receive notice via electronic mail decide to discontinue such method of notice, such Member

shall forward written notice to the Association in order to discontinue such delivery of notice. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be delivered at least seven (7) days in advance of the meeting. Notwithstanding the immediately preceding sentence, notice of any meeting scheduled for the purpose of consideration of levying assessments shall be delivered no less than fourteen (14) days prior to such meeting.

**5.5 Waiver of Notice.** Waiver of Notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting.

**5.6 Member Petition of Issue.** If 20 percent (20%) of the Members forward written petition to the Board to address an item of business, the Board shall, within sixty (60) days of receipt of such petition, schedule a meeting, whether regularly scheduled or a special meeting, to address the petitioned item. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the fourteen (14) day notice requirement pursuant to Article 5, Section 4 above. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

**5.7 Failure to Reach Quorum.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present.

**5.8 Minutes.** The Association shall maintain minutes of each meeting of the Membership and of the Board of Directors in a businesslike manner, and the minutes shall be kept in a book available for inspection by Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for seven (7) years, or such other period as required under applicable law.

## **ARTICLE 6: BOARD OF DIRECTORS**

**6.1 Number of Directors.** The affairs of the Association shall be managed and governed by a Board of Directors composed of five (5) persons, who need not be Members. The number of Directors on the Board of Directors may be changed by two-thirds (2/3) vote of all the Members, but shall always be an odd number and shall never be fewer than three (3) persons.

**6.2 Term of Board of Directors.** The two (2) Directors receiving the largest number of votes at the meeting in which such Directors were elected shall serve for a term of two (2) years; the remaining three (3) Directors shall serve for a term of one (1) year. The term of any Director may be shortened by the happening of an event as described in Sections 6 and/or 7 below.

**6.3 Election of Board of Directors.** Members of the Board of Directors, unless

otherwise provided in these By-Laws, shall be elected at the annual meetings of Members of the Association. All Members shall be eligible to serve on the board of Directors, and a Member may nominate himself or herself as a candidate for the Board at a meeting in which the election is to be held. The name or names receiving the largest number of votes shall be elected. At such election only those Owners of each Lot that are present in person may cast, as to each vacancy on the Board of Directors, the number of votes allocated to the Members by virtue of Article 4 herein. In the event the number of vacancies on the Board equals or exceeds the number of candidates, no election is required.

**6.5 Vacancies on Board of Directors.** Except as to vacancies provided by removal of Directors by Members, vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by an appointment made by the remaining Directors, even if the remaining Directors constitutes less than a quorum of the Board. any such appointed Director to hold office until his or her successor is elected by the Members.

**6.6 Removal of Directors.** Any Director may be removed from the Board in the following manner:

(a) Any member of the Board of Directors may be removed from office with cause by a unanimous vote of all other Directors on the Board.

(b) Any member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership.

(c) A special meeting of the Members to remove a Director or Directors may be called by Members entitled to cast at least fifty-one percent (51%) of those Members as reflected in Article 3, herein, of Members giving notice of the meeting in the same manner required for a notice of a special or annual meeting. and the notice shall state the purpose of the meeting and the specific Director(s) sought to be removed.

(d) A proposed removal of a Director at a meeting shall require a separate vote for each board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each board member sought to be removed.

(e) If removal is effected at a meeting. any vacancies created thereby shall be filled by the Members at the same meeting.

(f) Any Director who is removed from the Board shall not be eligible to stand for reelection until the next annual meeting of the Members.

(g) Any Director removed from office shall turn over to the Board within seventy-two (72) hours any and all business records and equipment of the Association in his or her possession.

(h) If a Director who is removed shall not relinquish his or her office or turn over business records or equipment as required under this section, the circuit court of Lake County

may summarily order the Director to relinquish his or her office and turn over corporate records upon application of any Member.

**6.7 Resignation.** Directors shall have the absolute right to resign at any time and the remaining Directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of the Members shall be called as soon as possible for the purpose of electing new Directors, and the resignations of such Directors shall not be effective until such election is held and new Directors are elected; except that if no meeting is held or no Directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new Directors are elected or not.

**6.8 Directors' Compensation.** There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of reasonable out-of-pocket costs authorized by the Board of Directors.

#### **ARTICLE 7: MEETINGS OF THE BOARD OF DIRECTORS**

**7.1 First Meeting of Board of Directors.** The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice of the first meeting shall be necessary.

**7.2 Regular Meetings of Board of Directors.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

**7.3 Notice.** Notice of regular meetings of the Board shall be given to each Director, personally or by mail, electronic mail, telephone, facsimile, telecopy or telegraph, at least three (3) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all Owners of a Lot, and notices of meetings shall be posted in a conspicuous place on the Common Areas of the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments and shall be provided to the Members not less than fourteen (14) days prior to such meeting.

**7.4 Special Meetings of Board of Directors.** Special meetings of the Board of Directors may be called by the President of the Association on three (3) days notice to each Director, given personally or by mail, electronic mail, telephone, facsimile, telecopy or telegraph, which notice shall state the meeting time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary/Treasurer in like manner and on like notice on the written request of at least a majority of Directors. Notice of such special meetings shall be provided to Owners of a Lot as provided in Article 6, Section 3 hereof.

**7.5 Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**7.6 Quorum at Meeting of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

**7.7 Action Without a Formal Meeting.** Any action that is required to or may be taken at a meeting of the Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

## **ARTICLE 8: POWERS AND DUTIES OF THE BOARD**

**8.1 Powers.** The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done all acts and things that the Governing Documents, or Florida law do not direct to be done and exercised exclusively by the voting Members or the membership generally.

**8.2 Duties.** The duties of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets;
- (b) assessing and collecting assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Area;
- (d) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository

which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the Directors' best business judgment in depositories other than banks;

(f) making and amending the rules and regulations of the Association;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area, in accordance with the Declaration and these By-Laws;

(i) enforcing by legal means, the provisions of the Declaration, these By-Laws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determine the Association's position is not strong enough to justify taking enforcement action;

(j) obtaining and carrying insurance, as provided in the Declaration, providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area determined necessary in the sole discretion of the Board to the ongoing development or operation of the Property;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of this Association, to the extent such indemnity is required by Florida law, the Articles, or the Declaration;

(p) assisting in the resolution of disputes between Owners and other without litigation, as set forth in the Declaration.

#### **ARTICLE 9: OFFICERS**

**9.1 Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary/Treasurer, all of whom shall be elected by and for the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) or more offices may be held by the same person, except the office of President.

**9.2 Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the discretion of the Board.

**9.3 Removal of Officer.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**9.4 Resignation.** Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary/Treasurer. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**9.5 Vacancies.** The Board may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

**9.6 Compensation.** Compensation of Officers shall be subject to the same limitations as compensation of directors under Article 6, Section 8 of these By-Laws.

**9.7 Duties.** The duties of the officers are as follows:

#### **President**

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all of the general powers and duties that are usually vested in the office of President of an Association. The President shall also see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, contracts or other written instruments on behalf of the Association.

#### **Vice-President**

The Vice President shall perform all duties of the President in the President's absence, or if the President is unable to perform such duties. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

#### **Secretary/Treasurer**

The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all Members of the Association. The Secretary/Treasurer shall keep such books and papers as the Board of Directors may direct, and shall in general, perform all of the duties incident to the office of Secretary. The Secretary/Treasurer may also sign checks and execute agreements and contracts as permitted by the Board. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting principles. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

#### **ARTICLE 10: COMMITTEES**

All committees of the Association shall be appointed by the Board and every member of each committee shall serve a term of one (1) year, unless removed by the Board, whichever comes sooner.

Only the Architectural Review Board ("ARB") shall be a permanent committee, the membership of which shall not be disclosed in order to ensure the enforcement of the ARB's duties as established in the Declaration. The members of the ARB shall be elected annually by the Board of Directors following the first meeting of each new Board, and shall hold office at the discretion of the Board.

#### **ARTICLE 11: BOOKS AND RECORDS**

The inspection of books, records and papers of the Association shall be governed by Sections 617.1602, 617.1603, and 720.303(5), Florida Statutes, as amended from time to time.

#### **ARTICLE 12: ASSESSMENTS**

As more fully described in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the Property against which the assessments are made and are the personal obligation of the Member.

#### **ARTICLE 13: ENFORCEMENT**

**13.1 Compliance and Enforcement.** In the event an Owner fails to comply with the Governing Documents, such failure to comply shall be grounds for an action by the Association to recover sums due; for damages or injunctive relief; or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association pursuant to this

Article 13 herein and pursuant to the Declaration.

The Association may impose sanctions for violations of the Governing Documents, including reasonable monetary fines, suspension of the right to vote and suspension of the right to use any recreational facilities within the Property.

**13.2 Hearing Tribunal.** Acting in accordance with the provisions of this Article 13 and any resolutions the Association may adopt, the Association shall appoint a hearing tribunal of no less than three (3) individuals who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister thereof. The hearing tribunal shall address alleged infractions of the Governing Documents.

**13.3 Hearing Procedure.** The hearing tribunal shall not impose a fine, suspend voting, or infringe upon any other rights of an Owner or other occupant for violations of the Governing Documents unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (1) the alleged violation;
- (2) the action required to abate the violation; and
- (3) a time period which, except in emergency situations, shall not be not less than fourteen (14) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notices. At any time within twelve (12) months after such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the hearing tribunal or its delegate shall serve the violator with written notice of a hearing to be held by the hearing tribunal. The notice shall contain:

- (1) the nature of the alleged violation;
- (2) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (3) an invitation to attend the hearing and produce any statement, evidence, and witness on their behalf; and
- (4) the proposed sanction to be imposed.

(c) Hearing. The Hearing shall be held pursuant to the notice affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice.

**13.4 Sanctions.** The Board may levy reasonable fines, not to exceed one hundred

dollars (\$100.00) per violation. Such fines may be levied on the basis of each day of a continuing violation, not to exceed one thousand dollars (\$1,000.00) in the aggregate per Unit.

#### **ARTICLE 14: AMENDMENTS**

**14.1 Amendment.** These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of Members present in person or by proxy. Notwithstanding the immediately preceding sentence, no provision governed by the Articles may be amended except as provided in the Articles or applicable law. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee without the prior written consent of such mortgagees.

**14.2 Conflict.** In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**14.3 Recording of Amendments.** Any amendment to these By-Laws, in order to be deemed effective, must be recorded in the Public Records of Lake County, Florida.

#### **ARTICLE 15: INDEMNIFICATION**

**15.1 Indemnification.** Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonable incurred by or imposed upon the Director or Officer in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which the Director or Officer may be a party or may become involved by reason of being or having been a Director or Officer of the Association, or having served at the Associations' request as a Director or Officer of any other corporation, whether or not a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters for gross negligence or willful misconduct in the performance of the duties of the Director or Officer, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

**15.2 Expenses.** Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by determining that the Director or Officer is not to be indemnified by the Association as authorized by these By-Laws.

**15.3 Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or

was serving at the request of the Association as a Director or Officer of another association or corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of these By-Laws. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such.

**ARTICLE 16: MISCELLANEOUS**

**16.1 Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**16.2 No Waiver.** No provision of these By-Laws or any regulation promulgated by the Board pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

**16.3 Severability.** The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder herein.

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

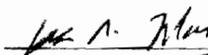
**IN WITNESS WHEREOF**, we, being all of the directors of **Sunrise Lakes Community Association, Inc.**, have hereunto set our hands this \_\_\_\_ day of September 2007.

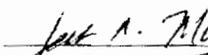
**WITNESSES**

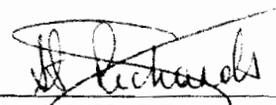
**SUNRISE LAKES COMMUNITY ASSOCIATION, INC.**

  
Print Name: Felipe Sussina

  
\_\_\_\_\_  
DAVID BOWLING  
Director

  
Print Name: JOSE D. MARI

  
Print Name: JOSE D. MARI

  
\_\_\_\_\_  
HEDDA RICHARDS  
Director

[Signature]  
Print Name: Felipe Justina

[Signature]  
Print Name: EMERSON CARL

[Signature]  
Print Name: KEITH CARTER

[Signature]  
Print Name: JOSE D. MARI

[Signature]  
Print Name: Felipe Justina

[Signature]  
Print Name: JOSE D. MARI

[Signature]  
Print Name: Felipe Justina

[Signature]  
WILLIAM DOWNS  
Director

[Signature]  
GEORGE SIMMONS  
Director

[Signature]  
WINSTON WONG  
Director

STATE OF FLORIDA     )  
COUNTY OF LAKE     )

SWORN TO AND SUBSCRIBED before me this 22<sup>nd</sup> day of September, 2007, by DAVID BOWLING, as Director for Sunrise Lakes Community Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification, and who did take an oath.

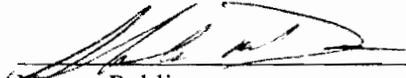


[Signature]  
Notary Public  
My Commission Expires: April 5, 2011

STATE OF FLORIDA )  
COUNTY OF LAKE )

SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of September, 2007, by HEDDA RICHARDS, as Director for Sunrise Lakes Community Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification, and who did take an oath.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: April 5, 2011

STATE OF FLORIDA )  
COUNTY OF LAKE )

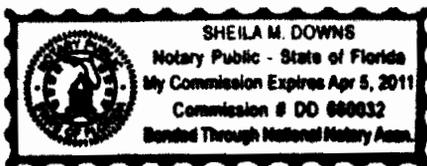
SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of September, 2007, by WILLIAM DOWNS, as Director for Sunrise Lakes Community Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification, and who did take an oath.

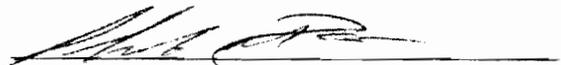


  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF LAKE )

SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of September, 2007, by GEORGE SIMMONS, as Director for Sunrise Lakes Community Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification, and who did take an oath.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: April 5, 2011

STATE OF FLORIDA       )  
COUNTY OF LAKE       )

SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of September, 2007, by WINSTON WONG, as Director for Sunrise Lakes Community Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification, and who did take an oath.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Apr 15 2011