



SECOND AMENDED AND RESTATED BYLAWS OF
EMERALD LAKES TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

The purpose of these Second Amended and Restated Bylaws is to continue the purpose of the original Bylaws recorded in the Martin County public records at Official Records Book 577, Page 2627, et seq., and amended at OR Book 578, Page 929, et. seq., OR Book 591, Page 1350, et. seq., OR Book 1639, Page 2451, et. seq. OR Book 2190, Page 2788, et. seq., OR Book 2717, Page 2201, et. seq., OR Book 2780, Page 467; and OR Book 3120, Page 2501 et. seq.

ARTICLE I
NAME AND LOCATION

The name of the corporation is EMERALD LAKES TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation Not-For-Profit, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 5842 S.E. Windsong Lane, Stuart, Florida 33497, but meetings of members and directors may be held at such places within the State of Florida, County of Martin, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to EMERALD LAKES TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Second Amended and Restated Protective Covenants for Emerald Lakes, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Property" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" or "Lot" shall mean any residential unit or lot shown on the recorded plat as referred to herein with the exception of the Common Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Second Amended and Restated Protective Covenants for Emerald Lakes.

Section 7. "Protective Covenants" shall mean and refer to the Second Amended and Restated Protective Covenants for Emerald Lakes applicable to the properties recorded in the office of the Clerk of the Circuit Court of Martin County, Florida.

Section 8. "Maintenance of Common Areas and Easements" shall mean the exercise of reasonable care to keep any buildings, roads, landscaping, lighting, utilities, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 9. "Easements" shall mean those areas described as such according to the plat of EMERALD LAKES, as recorded in Plat Book 9, Page 22, Martin County, Florida. Easements shall be for the installation and maintenance of utilities, drainage facilities and streets. The Association shall maintain the landscaping only in those Easements located on Common Areas and elsewhere as provided in the Declaration.

Section 10. "EMERALD LAKES" shall mean that certain property located in Martin County, Florida and more particularly described on Exhibit "A" attached hereto.

ARTICLE III **MEETING OF MEMBERS**

Section 1. Annual Meetings. Each annual meeting of the members shall be held on the first Tuesday of March of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. An organizational meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors. Written notice of a special meeting of the members shall be mailed to each member at least three (3) days before such meeting.

Section 3. Notice of Annual Meetings. Sixty days before the Annual Meeting, the Association will mail to all members a FIRST NOTICE which will inform members of the time, date and place of the meeting. This packet will also contain information on qualifying for and running for the Board. of Directors. The INTENT TO RUN form will also be included in this mailing for prospective candidates to fill out.

(1) On or before February 1 of each year, potential nominees for the Board must have submitted the Notice of Intent to Run included in the First Notice if you wish to be a candidate for the Board of Directors. At the same time, each candidate may and should include an information sheet explaining why he/she would be a good Director. There will be no nominations from the floor.

(2) At least 14 days before the Annual Meeting, names of candidates, their information sheets, Proxies and the Ballot will be mailed to all members.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies to cast, twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Protective Covenants, or these By-Laws. If, however, such quorum shall not be presented or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of member's lot.

Section 6. Vote Required. At every meeting of the members, the owner or owners of each unit or lot, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of the Protective Covenants, also referred to as the "Declaration," the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

Section 7. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or directors (if election to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

ARTICLE IV
BOARD OF DIRECTORS
SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors nor more than seven (7) directors who must be members of the Association.

Section 2. Term of Office. Directors terms shall be staggered. At the annual meeting, the members shall elect directors to fill the positions with expiring terms for a term of two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 4. Compensation. No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V **ELECTION OF DIRECTORS**

Election to the Board of Directors shall be by secret ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of directors shall be quarterly (at least once every three months) and shall be held at a time and place as shall be determined by a majority of the directors. Notice of regular meetings, shall be given to each director personally or by mail, telephone, e-mail, or facsimile at least three days before the day named for the meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors: shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly called meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have the power to:

a) Adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b) Suspend the voting rights and right to use of the Recreation Facilities of a member during any period in which such member shall be in default in excess of 90 days in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed 60 days and the Association may levy fines, for infraction of published rules and regulations; and the terms and provisions of the governing documents of the Association, after notice and hearing, in accordance with Section 720.305, Florida Statutes (2013), as amended from time to time;

c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Protective Covenants;

d) Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefore, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

e) Accept such other functions or duties with respect to the property hereunder, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

f) Delegate to and contract with a financial institution for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth of the members who are entitled to vote;

b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each lot at least fifteen (15) days in advance of each quarterly assessment period;

(2) send written notices of each assessment to every owner subject thereto at least fifteen (15) days in advance of each assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring action at law against the owner personally obligated to pay the same.

d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e) To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the directors may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in EMERALD LAKES Declaration of Protective Covenants the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;

f) To cause the Common Areas and Easements to be maintained;

g) To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration described hereinabove, to send written notice of each special assessment to every owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sums as are deemed to be due by virtue of said special assessment; and

h) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Committees.

a) Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

b) Standing Committees. The Board shall appoint such standing committees as are required under the Protective Covenants, the Articles of Incorporation and these Bylaws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine, in its discretion.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and unless otherwise indicated therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer that is replaced.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall co-sign all checks and promissory notes.

b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such duties as may be required by the Board.

c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such duties as required by the Board.

d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association; keep property books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

ARTICLE IX
COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Protective Covenants, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

Section 1. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, or additional improvements to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the recreation facility.

Section 2. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves to good accounting procedures as follows:

- a) Current expenses;

- b) Reserve for deferred maintenance;
- c) Reserve for replacement;
- d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property provided, however, that in the expenditure of this fund no sum in excess of ten thousand dollars (\$10,000.00) shall be expended for a single item or single purpose without the majority approval of the members of the Association. The Board has the right to approve expenditures up to that amount.
- e) Operation, the amount of which may be to provide a working fund or to meet losses.
- f) Copies of the Budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

Section 3. Assessments. Assessments against the homeowners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in four (4) equal installments on the first days of January, April, July, and October, of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessments shall be due upon each installment payment date until changed by any amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does not exceed such limitation shall be subject to the prior approval of the membership of the Association as previously required in the Bylaws. The unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment and the assessment if made on or after July 1 and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

Section 4. Effect of Non-Payment of Assessments. All notice of Assessments from the Association to the Members shall designate when the Assessment is due and payable. If an assessment is not paid on the date when due, it shall then become delinquent and shall bear interest as provided in the Protective Covenants, from the date when due until paid. Additionally, the Board of Directors may impose a reasonable late fee for any assessment not paid when due. The Assessment, together with interest thereon, any late fees and the cost of collection thereof including attorneys' fees, shall be a continuing lien against the Unit or Lot against which the assessment is made, and shall also be the continuing personal obligation of the Owner thereof. The Association shall also record a claim of lien in the Public Records of the County setting forth the amount of the unpaid Assessment, the rate of interest due thereon, any late fees and the costs of collection thereof. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien

against the Unit or Lot assessed in the manner in which mortgages on real property are foreclosed, and/or a suit on the personal obligation of the Owner. There shall be added to the amount of the Assessment the cost of such action, including attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest and late fees on the Assessment, as above provided, and attorneys' fees incurred by the Association, together with the costs of the action. Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of the Protective Covenants. Any successor in title to a Unit or Lot shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments.

Section 5. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such expenditures is given to the homeowners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the homeowners concerned, the assessment shall become effective and shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

Section 6. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by two (2) such persons as are authorized by Directors.

Section 7. Financial Reports. The Association shall provide a financial report each year as required by Florida Statute Section 720.303(2) {2013} as amended from time to time.

Section 8. Fidelity Bonds. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE XII **CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words EMERALD LAKES TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Not-For-Profit Corporation.

ARTICLE XIII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present, in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control.

ARTICLE XIV
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 2. Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

Section 3. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers and director's liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.


IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and Secretary this 7th day of May, 2021.

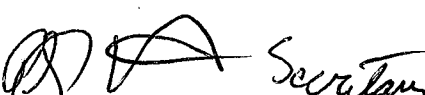
WITNESSES:

EMERALD LAKES TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.,
a Florida Not for Profit Corporation


Printed Name: Tim VanDenBerghe

By: 
Bruce Gillard, President


Printed Name: Grace Mary Tallman

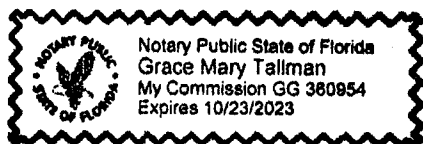
By: 
Philip Ratchford, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of physical presence on this 7th day of May, 2021 by Bruce Gillard as President and Philip

Ratchford as Secretary of EMERALD LAKES TOWNHOMES, HOMEOWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation who is personally known to me.

WITNESS my hand and official seal in the County and State aforesaid, the year and date last written.



Grace Mary Tallman

Notary Public

My Commission Expires: _____

EXHIBIT "A"

EMERALD LAKES PHASE I-B, according to the Plat thereof, as recorded in Plat Book 9, Page 44; EMERALD LAKES PHASES II, III and III-A, according to the Plat thereof, as recorded in Plat Book 9, Page 45; EMERALD LAKES, PHASE IV, according to the Plat thereof, as recorded in Plat Book 9, Page 51; EMERALD LAKES, PHASE V, according to the Plat thereof, as recorded in Plat 9, Page 56; EMERALD LAKES, PHASES VI & VII, according to the Plat thereof, as recorded in Plat Book 9, Page 67; EMERLAD LAKES, PHASE VIII, according to the Plat thereof, as recorded in Plat Book 11, Page 90; EMERALD LAKES, PHASE IX, according to the Plat thereof, as recorded in Plat Book 10, Page 14; EMERALD LAKES, PHASE X, according to the Plat thereof as recorded in Plat Book 13, Page 56; Public Records of Martin County, Florida.