



CITRUS SPRINGS, VILLAGE "E"

BY-LAWS

February 11, 2019

**CITRUS SPRINGS, VILLAGE “E”
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1. Name and Location. The name of the corporation is the Citrus Springs Village "E" Homeowners Association, Inc. (the "Association"). The principal office is located at 565 Citrus Springs Blvd SW, Vero Beach, FL 32968. Meetings of members and directors may be held at such places within the State of Florida, County of Indian River, as may be designated by the Board of Directors (the "Board").
2. Definitions. The terms and definitions used herein are further defined and clarified in the Declaration of Covenants and Restrictions for Citrus Springs Village "E" (the Declaration), recorded, or to be recorded, in the Public Records of Indian River County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Articles" shall mean the Articles of Incorporation of Citrus Springs Village "E" Homeowners Association, Inc.

"Citrus Springs Village "E"'" shall mean the overall Citrus Springs Village "E" platted subdivision on file with Indian River County, Florida.

"Member" or "Members" shall mean and refer to those persons entitled to membership as provided in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members

- 3.1. Voting Interests. Each Owner shall be a Member of Citrus Springs, Village "E" Homeowners Association (HOA). Membership belongs to, and may not be separated from, ownership of the home. When more than one person holds an interest in a home, each person shall be a member, however, the vote for such home shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to any home.
 - 3.1.1. Home Owned by Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a home. In the event the husband and wife cannot agree, neither may exercise the Voting interest.
 - 3.1.2. Trusts. In the event that any trust owns a home, Citrus Springs, Village "E" HOA shall have no obligation to review the trust agreement with respect to such trust. If the home is owned by John Doe, as Trustee, John Doe shall be deemed the owner of the home for all Citrus Springs, Village "E" HOA purposes. If the home is owned by John Doe as Trustee for the Jane Roe Trust, then John Doe shall be deemed the member with respect to the home for all Citrus Springs, Village "E"

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HOA purposes. If the home is owned by the Jane Roe Trust, and the deed does not reference a trustee, then Jane Roe shall be deemed the member with respect to the home for all Citrus Springs, Village "E" HOA proposes. If the home is owned by the Doe Family Trust, the Roe Family Trust may not exercise its Voting Interest unless it presents to Citrus Springs, Village "E" HOA, in the form of an attorney opinion letter or affidavit reasonably acceptable to Citrus Springs, Village "E" HOA, the identification of the person who should be treated as the Member with respect to the home for all Citrus Springs, Village "E" HOA purposes. If John Doe and Jane Roe, as Trustees, hold title to a home, either trustee may exercise the Voting Interest associated with such home. In the event of a conflict between trustees, the Voting Interest for the home in question cannot be exercised.

- 3.1.3. Corporations. If a home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such home.
- 3.1.4. Partnerships. If a home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such home cannot be exercised.
- 3.1.5. Multiple Individuals. If a home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such home. In the event that there is conflict among such individuals, the Voting Interest for such home cannot be exercised.
- 3.1.6. Liability of Citrus Springs, Village "E". Citrus Springs, Village "E" may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Citrus Springs, Village "E", in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Citrus Springs, Village "E" acts in good faith Citrus Springs, Village "E" shall have no liability or obligation with respect to the exercise of Voting interests, and no election shall be invalidated (in absence of fraud) on the basis that Citrus Springs, Village "E" permitted or denied any person the right to exercise a Voting Interest. In

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addition, the Board may impose additional requirements respecting the exercise of Voting Interest e.g., the execution of a Voting Certificate).

- 3.1.7. Delinquent Monetary Obligation. If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association will have their voting rights suspended until such time until the fee, fine, or other obligation is paid in full.

4. Meeting of Members

- 4.1. Place of Meeting. All meetings of the Association Members will be held at the Citrus Springs Clubhouse or at another suitable place in Indian River County, Florida, determined by the Board. Any notice of Members Meeting shall clearly indicate the place where it is held.
- 4.2. Time. Every Member or Director's meeting will be scheduled on a date and at a time determined by the Board.
- 4.3. Annual Meeting. The meeting of the Members "Annual Members Meeting" will be held every June on a day and time to be determined by the Board.
- 4.4. Special Meetings. Special meetings of the Board of Directors or Members "Special Members Meeting" may be called by the President, a majority of the Board, or upon written request of one-fourth (1/4) of the Voting Interests of the Members. The business to be conducted at a Special Board of Directors or Members Meeting shall be limited to the extent required by Florida Statutes.
- 4.5. Notice of Meetings. Written notice of each meeting of the Directors or Members shall be given by, or at the direction of, any officer of the Board. If the Member agrees, email will be the primary means to send the meeting notices. If a Member does not elect to receive notices via email a copy of the meeting notices shall be mailed to them, postage prepaid. Meeting notice will be emailed/mailed not less than fourteen (14) days before the meeting. Notices of all board meetings will be posted at the exit of the Citrus Springs, Village "E" gate at least 48 hours in advance of a meeting. However, in the case of an emergency, two (2) days' notice will be deemed sufficient. The notice shall be addressed to the member's address last appearing on the Citrus Springs, Village "E" Member Registry. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting.
- 4.6. Attendance at Meetings. Any owner and co-owners of record may attend all meetings of the Board. Any person not authorized to attend the meeting of the Members will be excluded from any meetings unless authorized by the President of the Board.

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- 4.7. Meeting Organization. At each meeting, the President, or in their absence, the Vice President, shall act as chairman. The Secretary, or in their absence, any person appointed by the chairman, shall act as Secretary of the meeting. The minutes of all meetings will be distributed to all members.
 - 4.8. Quorum of Members. A quorum shall be established by the presence, in person, or by absentee ballot, or by proxy, of the Members entitled to cast a vote. A quorum shall consist of twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws.
 - 4.9. Adjournment of Member Meetings. If, however, a quorum shall not be present at any Members Meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.
 - 4.10. Member Vote Required to Decide Issues. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interest present in person, by absentee ballot, or by limited proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, Articles, or these By-Laws.
 - 4.11. Proxies and Absentee Ballots. At all meetings, members may vote their Voting Interests in person, by secret ballot, or by limited proxy provided, however, the election of Directors shall be made by secret ballot. Members voting by limited proxy and secret ballot shall be deemed present at the meeting. All Proxies shall comply with the provisions of Florida Statute, section 720.306(8), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.
5. Board of Directors
- 5.1. Number. The affairs of the Citrus Springs, Village “E” shall be managed by a Board of Directors of seven (7) individuals, who must be members of the Association. The number of Directors shall always consist of an odd number. Only one (1) individual from any household can serve on the Board of Directors during the same period.
 - 5.2. Term of Office. Directors shall be elected for a term ending upon the election of new directors at the following Annual Members Meeting.
 - 5.3. Removal. In the event of death or resignation of a Director, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests. No Director shall continue to serve on the Board if, during the term of his office, his membership in the Association has been terminated for any reason.

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- 5.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Citrus Springs, Village "E" HOA. However, any Director may be reimbursed for actual expenses incurred as a Director.
- 5.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors. Any such action taken must be reported and ratified at the next Board meeting. Such meetings must occur only under emergency circumstances regarding the safety and well-being of the community.
- 5.6. Election of Directors. Members shall elect all Directors of Citrus Springs, Village "E" HOA at or in conjunction with the Annual Members Meeting of the Members. An election is not required unless more candidates are nominated than vacancies exist.
- 5.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.
- 5.8. Election ends in a Tie. On occasion the election process could end in a tie for the final Director position. If this does occur the following steps will be followed in the order they are listed:
- Ask the individuals who are involved in the tie if they can come to an agreement as to which candidate will serve the term. If there is such an agreement it shall be made in writing and signed by all candidates involved in the tie and witnessed by the current President. If they cannot come to an agreement then,
 - A run-off election will be held. All homeowners must be notified within 7 days that a runoff election is to be held. The election should be held within 30 days of the original election. If, after the runoff election, the results still end in a tie then candidates will be asked, again, if they can come to an agreement as to who will serve the term. If there is agreement then the agreement will be in writing and signed by all candidates involved in the tie and witnessed by the current President. If they cannot come to an agreement then,
 - Candidate names will be placed in a container and a random homeowner in attendance at the special meeting will pull the name of the winning candidate. That person will serve on the Board until the next election.
- 5.9. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

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6. Meeting of Directors

- 6.1. Regular Organizational Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be at the Citrus Springs Clubhouse or at such place, hour and date as may be fixed, from time to time, by resolution of the Board.
- 6.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any four (4) Directors. Members and Directors shall be given not less than two (2) days' notice except in the event of an emergency. Notice may not be waived. Attendance shall be waiver of notice. Telephone conference meetings are permitted. Notice of a meeting where assessments shall be considered will be provided to Members not less than fourteen (14) days prior to the meeting.
- 6.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or Director, shall be authorized to take such action on behalf of Citrus Springs, Village "E" as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Citrus Springs, Village "E" HOA funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the resolution of the emergency situation occurs or a meeting of the Board convened to act in response thereto, whichever occurs first.
- 6.4. 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 held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board. A quorum shall consist of four (4) Directors for a 7 member board.
- 6.5. Notice of the Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted shall be deemed a conspicuous place. Notices of any meetings of the Board at which assessments against homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments with not less than fifteen (15) days prior to the meeting.

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7. Powers and Duties of the Board

- 7.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Village HOA, including, but not limited to, the power to cause Citrus Springs, Village “E” HOA to do the following:
- 7.2. General. Exercise all powers, duties and authority vested in or delegated to Citrus Springs, Village “E” HOA by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy assessments, enter into contracts with telecommunication service providers and all service providers required to maintain the association common properties.
 - 7.2.1. Rules and Regulations. Adopt, publish, promulgate, and enforce rules and regulations governing the use of Citrus Springs, Village “E” by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.
 - 7.2.2. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress, egress and regress for utilities) of a Member during any period in which such Member shall be in default in the payment of any assessment or charge levied, or collected, by Citrus Springs, Village “E” HOA.
 - 7.2.3. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board Meetings. Members of the Board can attend meetings via telephone if the Member cannot physically be in attendance.
 - 7.2.4. Hire Employees. Employ, on behalf of Citrus Springs, Village “E” HOA, contractors, or other employees as it deems necessary, to prescribe their duties and delegate to such contractor, or other person or entity, any or all of the duties and functions of Citrus Springs, Village “E” and/or its officers.
 - 7.2.5. Common Areas. Operate, manage and deal with property, as provided in the Declaration, and with any other matters involving Citrus Springs, Village “E” HOA or its Members, on behalf of Citrus Springs, Village “E” HOA or the discharge of its duties, as may be necessary or convenient for the operation and management of Citrus Springs, Village “E” HOA and in accomplishing the purposes set forth in the Declaration.
 - 7.2.6. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate, or improve the Common Areas as provided in the Declaration.

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- 7.2.7. Financial Reports. Prepare, or cause to be prepared, all financial reports required by the Florida Statutes.
- 7.3. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles, or these By-Laws specifically require a vote of the Members.
8. Obligations of Citrus Springs, Village “E” HOA. The Citrus Springs, Village “E”, subject to the provision of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Citrus Springs, Village “E” HOA pursuant to the Declaration, including, but not limited to, the following:
- 8.1. Official Records. Maintain and make available all Official Records.
- 8.2. Supervision. Supervise all officers, agents, and employees of Citrus Springs, Village “E” HOA, and to see that their duties are properly performed.
- 8.3. Assessments
- 8.3.1. Amount. Fix the amount of the annual assessment against each home at least thirty (30) days in advance of each annual assessment period.
- 8.3.2. Notice. Send written notice of each assessment to every owner at least thirty (30) days in advance of each annual assessment period.
- 8.3.3. Delinquent Assessments. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within fifteen (15) of its due date shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. In addition, an administrative late fee of \$25.00 will be charged.
- 8.3.4. Legal Action. Take all necessary legal action; and pay, or cause to be paid, all obligations of Citrus Springs, Village “E” HOA or where Citrus Springs, Village “E” has agreed to do so, of the Members.
- 8.4. Estoppel Certificate. Issue, or cause to be issued, an Estoppel Certificate when requested. Estoppel Certificate fees are published by Resolution passed by the Citrus Springs, Village “E” Board of Directors.
- 8.5. Enforcement. Enforce the provision of the Declaration, Articles, these By-Laws and Rules and Regulations.
- 8.6. Insurance. Procure and maintain adequate liability and hazard insurance on property owned by the Association. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
9. Officers and their Duties
- 9.1. Officers. The officers of the Citrus Springs, Village “E” shall be President, Vice President, Secretary, and Treasurer.

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- 9.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.
- 9.3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.
- 9.4. Special Appointment. The Board may elect such other officers as the affairs of Citrus Springs, Village “E” HOA 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.
- 9.5. Resignation and Removal. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed from office with or without cause by the Board of Directors.
- 9.6. Vacancies. A vacancy in any office shall be filled by appoint by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced person.
- 9.7. Multiple Offices. The office of President and Vice President or President and Secretary shall not be held by the same person. All other offices may be held by the same person.
- 9.8. Duties. The duties of the officers are as follows:
- 9.8.1. President. The President shall preside at all meetings of the Association; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. The President shall be the chief executive officer of the Association, vested with all the powers and duties that are usually vested in the office of the President of an Association.
- 9.8.2. Vice President. The Vice President shall act in the place and instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- 9.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Citrus Springs, Village “E” HOA and the Board; keep the corporate seal of Citrus Springs, Village “E” and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Citrus Springs, Village “E” HOA; keep appropriate current records showing the names of the Members

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of Citrus Springs, Village “E” together with their addresses and parcel IDs; and perform such other duties as required by the Board.

9.8.4. Treasurer. The Treasurer shall receive a printed statement each month from the accountant’s office regarding the disbursement of all debits and credits, an Accounts Receivable aging summary on HOA dues, a year to date balance sheet on assets, liabilities and equity, along with a year to date profit and loss budget statement. The Treasurer shall also:

- Maintain a yearly binder with all the above information.
- Review bills to be paid, and make sure all bills, receipts, etc. are accurate and legitimate.
- Work with the President to review the Treasurer’s report.
- May sign checks and promissory notes of the Association, as directed by resolution of the BOD.
- At the end of each fiscal year, the Treasurer will review the budget and statements prepared by the accountant and present said report to the membership at the Annual Meeting.

10. Committees. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

10.1. Types of Committees

10.1.1. Standing. Standing committees are defined as those committees that are put in place for a period longer than six (6) months, e.g. Architectural Review Committee or Enforcement Committee. These committees will have a charter that will clearly define their role and scope of their responsibilities.

10.1.2. Ad hoc. Ad hoc committees are put in place as needed and for periods of less than 6 months.

11. Records. The official records of Citrus Springs, Village “E” shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased, by a Member, at a reasonable cost.

12. Corporate Seal. The Association shall have an impression seal in circular form with the words: “CITRUS SPRINGS VILLAGE “E” HOA, INC, FL Not for Profit Corporation” in the circumference.

13. Amendments

13.1. General Restrictions on Amendments. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior

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written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

- 13.2. Amending By-Laws. Subject to the general restriction on amendments set forth above, these By-Laws may be amended with approval of fifty-one percent (51%) of a quorum of members present in person or by proxy at a duly called meeting.
14. Fiscal Management. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expenses, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each Member as more fully provided in the Declaration. Delivery of a copy of any budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted
15. Conflict. If there are conflicts between the provision of Florida Statutes, the Declaration, Articles of Incorporation, and/or these By-Laws, the following order of rule shall prevail: (1) Florida Statutes; (2) Citrus Springs, Master Declaration; (3) Citrus Springs, Village “E” Declaration; (4) Citrus Springs Master Articles of Incorporation; (5) Citrus Springs, Village “E” Articles of Incorporation; (6) Citrus Springs Master By-Laws; (7) Citrus Springs, Village “E” By-Laws.
16. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.
17. Miscellaneous
 - 17.1. Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes as amended from time to time.
 - 17.2. Severability. Invalidation of any of the provision of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

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CERTIFICATION

This is to certify that the above By-Laws were adopted by the Homeowner's Association at an Organization Meeting on 11 February, 2019.

Marc Orlick

Marc Orlick
President, Citrus Springs, Village "E"

Barry Finlayson

Barry Finlayson
Secretary, Citrus Springs, Village "E"