

ED

EA

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

**EXHIBIT 3**  
**BYLAWS**  
**OF**  
**FAIRWAY POINTE COMMUNITY ASSOCIATION, INC..**

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

UNCERTIFIED  
COPY

**BYLAWS  
OF  
FAIRWAY POINTE COMMUNITY ASSOCIATION, INC.**

**TABLE OF CONTENTS**

1. Name and Location.....	1
2. Definitions and Interpretation.....	1
3. Members and Members' Meetings.....	1
4. Election and Appointment of Directors.....	4
5. Board Meetings.....	7
6. Powers and Duties of the Board of Directors.....	10
7. Obligations of the Association.....	11
8. Officers and Their Duties.....	12
9. Committees and Chairs.....	13
10. Records.....	13
11. Corporate Seal.....	13
12. Amendments.....	13
13. Declarants Right to Disapprove.....	14
14. Conflict.....	14
15. Fiscal Year.....	15
16. Miscellaneous.....	15

**Exhibits:**

Exhibit 1 to Bylaws — Board Meeting Appendix

Exhibit 2 to Bylaws – Nominating Committee Appendix

**BYLAWS  
OF  
FAIRWAY POINTE COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is FAIRWAY POINTE COMMUNITY ASSOCIATION, INC. ("Association"). The Association's principal office shall be located in Florida, or at such other location determined by the Board of Directors (the "Board") from time to time, or as the Association's affairs require.

2. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Community Declaration for FAIRWAY POINTE. ("Declaration") recorded, or to be recorded, in the Public Records of Hillsborough County, Florida, and are incorporated herein by reference and made a part hereof.

"Minutes" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2022).

3. Members and Members' Meetings

3.1. Membership. The Association shall have two (2) classes of membership, Class A and Class B, as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of this Association are referred to generally in these Bylaws as "Members" or "member".

3.2. Voting Interests. Each owner of a Lot shall be a Member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant, as applicable, shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant or the property owner, as applicable, shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Upon Completion Date, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.2.1. Home Owned By Legally Married Couple. Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.2.2. Trusts. In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no

obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.2.3. Corporations. If a Lot 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 Lot. In the absence of such designation, it shall be the person who holds the President position in the official records of the secretary of state on the date of the vote.

3.2.4. Limited Liability Companies. If a Lot is owned by a limited liability company, the company 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 Lot.

3.2.5. Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. 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 Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.2.6. Multiple Individuals. If a Lot is owned by more than one individual or entity, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.2.7. Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, 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 the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.3. Annual Meetings. The annual meeting of the members ("**Annual Members Meeting**" or "**annual meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board. Until the Owners are entitled to elect a director or a majority of the directors, the holding of an annual meeting for the purposes of upholding the yearly statutory election shall not be necessary unless there is other member business properly taken up on the agenda.

3.4. Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of thirty percent (30%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.5. Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (14) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the general purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time

to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.6. Waiver of Notice. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date, and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

3.7. Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests, pursuant to Section 720.306(1)(a), Florida Statutes (2022). To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via real-time videoconferencing, or similar real-time electronic or video communication as long as the person can appear visually and be seen by other members in physical or virtual attendance. A member's attendance via real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, the Association must have a way for such member, when called upon, to be able to be heard by the Board or committee members attending in person as well as by any members present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may only attend and participate via real-time videoconferencing, or similar real-time electronic or video communication and count toward quorum, only if a majority of the Board approved such manner of attendance in writing at least fourteen (14) days prior to the meeting.

3.8. Continued Meetings. When the date, time, and place of a continued meeting is announced at the meeting, the Association shall not be required to provide any additional notice to Members.

3.9. Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present and represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.10. Proxies. At all meetings, members may vote their Voting Interests in person, by proxy, in writing, by ballot, or by electronic vote, or any combination thereof. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2022), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Though an undelivered proxy expires 90 days after the meeting for which it was originally given, upon delivery to the secretary, proxies register a member's vote with the Association, unless and until that vote is revoked and/or a subsequent proxy is given. Every proxy shall be revocable prior to the meeting for which it is given. Proxies may not be used for electing members to the Board of Directors, as each member must vote his or her own ballot.

3.11. Voting Requirements. Members shall have such voting rights as are expressly set forth in these Bylaws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these Bylaws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Declarant or any other Person, the majority vote of those Members present and entitled to vote shall constitute the act of the membership. Only those Members shown as Members in good standing upon the Association's books are entitled to vote.

3.11.1. The following actions must be approved by two-thirds (2/3) of the total votes of each class of Members, present in person or by proxy and voting at a duly convened meeting at which a quorum is

present, and by Declarant for so long as Declarant is a Member: (i) any mortgaging of the Association's property; (ii) any merger or consolidation of the Association; or (iii) any dissolution of the Association.

3.11.2. Any purchase of additional lands to be owned by the Association for the benefit of Owners or Members must be approved by two-thirds (2/3) of the total voting interests of the Members present in person or by proxy, at a meeting duly convened for such a purpose at which a quorum is present, and by Declarant for so long as Declarant is a Member.

4. Election and Appointment of Directors

4.1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) persons and no more than five (5) persons ("Director" or "Directors"). Directors appointed by the Declarant need not be members of the Association. Directors elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2022), Owners are entitled to elect one (1) Director (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for the Association are conveyed to Owners other than the Declarant, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining Directors may fill such vacancy. The Board of Directors may change the size of the Board at a duly noticed board meeting at least 30 days prior to an annual election, but under no circumstances may board seat terms be cut short, may standing directors receive a shortened term, or may a majority of directors be in the same election. The staggered scheme must always remain intact.

4.2. Term of Office. Pre-Turnover, Directors shall serve one (1) year terms. Directors, prior to Turnover, are appointed by the Declarant, unless otherwise required by Florida Law. Beginning with Turnover, Directors shall serve 3-year staggered terms. Directors shall serve until replaced. The staggered term shall always remain in place, the seat shall always carry a three-year term, and a majority of the Directors shall not be up for vote in a single election. Starting at the Turnover meeting, in order to initially stagger the terms on the Board of Directors, the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the third highest number of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the Members shall elect one (1) Director for a term of three (3) years. In the event of a holdover Director, a Special Meeting may be called by the Members, in which case the Governing Document's election procedures will be triggered.

4.3. Removal and Resignation. Any vacancy created by the resignation or removal of a Director appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Director appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, a majority of the remaining Directors may fill such vacancy at a meeting or in writing. For the purposes of vacancy or removal, a quorum is not needed for appointment (even a sole remaining Director may appoint and fill the rest of the Board as a result of vacancies, without any quorum requirement). Should the Board only have a single remaining Director, such final serving Director's resignation will not be deemed effective until accepted by a majority of the Members present at a member's meeting called for such purpose. Properly elected Directors may be removed, only with the vote of a majority of the total Voting Interests according to the procedures contained in the Florida Statutes.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. 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 and shall be ratified at the next Board of Directors meeting and placed into the minutes.

4.6. Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2022), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting. Unless otherwise specified, the Turnover shall serve as that calendar year's annual meeting.

4.7. Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. Should there be a significant amount of candidates interested in running for a limited number of seats, the Board may also decide to appoint a Nominating Committee to help centralize and standard information and who will make nominations for the best candidates' election of Directors to the Board. Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period. Please see Appendix B for the Nominating Committee's role and responsibilities.

4.8. Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote; each member must cast their own ballot. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted.

4.8.1. Election Disputes. Any election dispute between a Member and the Association shall be resolved by non-binding arbitration or through court action. No election dispute may be resolved by binding arbitration unless both parties agree in writing. All arbitration decisions, and all issues raised in arbitration, election or not, are appealable *de novo*, to the circuit court of competent jurisdiction.

4.8.1.1 Notice of Contest. Prior to submitting an election dispute to any state, judicial, administrative, or organizational dispute process, the filing party must provide, as a condition precedent, a 14 day notice prior to filing ("Notice of Contest"). The Notice of Contest must provide the enumerated election infractions specifically listed, the specific request for relief, and if seeking non-binding arbitration, three listed arbitrators to choose from. Should a party not provide a Notice of Contest in the specific form required with the specific enumerations, then as a matter of law, such party will be deemed to have failed to meet a condition precedent of this Declaration, and any and all claims or actions filed with any court, administrative body, state arbitrator, or judicial process, including the division of business and professional regulation, and such filing will be required to be dismissed, at once, without prejudice; such party will be required to pay any and all costs and fees for the dismissal and will be required to provide a proper 14 day Notice of Contest with the proper enumerations before refiling any election dispute.

4.8.1.2 Exclusive Jurisdiction. For the purposes of election disputes, the courts of competent jurisdiction shall have exclusive jurisdiction over any and all matters of law or declarative interpretations of provisions of the Governing Documents that needed to be decided in order to otherwise hear the specific election dispute item, including but not limited to any interaction between the statute, the Declaration, the Bylaws, and the Articles, or any other conflict of law determination involving the Governing Documents, determinations of quorum, or determinations of statute retroactivity. By virtue of this document, the Court is ordered to provide a mandatory injunction of any election dispute filing, to be given and served upon any non-judicial entity, in order for a court of competent jurisdiction to rule as a declaratory action on any matters of law underlying any election dispute. For purposes of this provision, example issues of law would include but are not limited to the validity of Governing Documents, validity of amendments, amendment

challenges, quorum determinations, the nomination provisions and process, appointment provisions, recall provisions, assessment issues, violation issues, suspension issues, delinquency issues, acclamation issues, issues with suspensions, or any other issue at law, as such issues by virtue of these Governing Documents are the sole and exclusive jurisdiction of the courts to be decided by the courts, prior to any interpretative body ruling on an election dispute item.

4.8.1.3 All non-judicial rulings may be appealed within 30 days of the ruling to the Circuit Court of the County, *de novo* review.

4.8.1.4 This provision is specifically included and intended to override anything to the contrary as a way of quickly, efficiently, and cost effectively solving disputes to elections, receiving efficient rulings from courts that are binding and serve as precedent for the Association on any real issues of conflicting interpretation, and is intended to significantly limit DBPR arbitration which has significant flaws of no precedent, unclear guidance, lengthy delays, and often ends up costly for all homeowners in the community.

4.8.1.5 Any challenge to the election process must be commenced within sixty (60) days after the date of the election.

5. Board Meetings

5.1. Regular Meetings. Regular meetings of the Board may be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board, legal liaison, or Board President.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference and virtual Director attendance at Board meetings are permitted.

5.3. 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 the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association 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 first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. 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 an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. The Board may, by majority consent, permit Members to attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Member participating in a Board meeting by this means is deemed to be present in person at the meeting and shall be required to follow all rules and regulations of such meeting.

5.5. Open Meetings. Meetings of the Board, unless with legal, shall be noticed and any Members who wish to observe the meeting, may attend at the proper time and date of the meeting as the Board conducts business.

5.6. Voting. Directors shall cast votes in the manner provided in the Florida Statutes. In the absence of

a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of 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, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. For the levying of Installment Assessments and annual budget, the Governing Documents provisions are to be followed.

5.7.1. Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice is (1) a quorum is present, and (2) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Should the Association take action upon such, the action is binding on the Corporation and all Members, and cannot be retroactively undone based upon technical interpretations of meetings, quorum, or documented or undocumented votes in the minutes.

5.7.2. Open Meetings. Meetings of the Board, unless with legal counsel, shall be noticed in a conspicuous place as to the date, time, and location of the meeting at least forty-eight (48) hours in advance. Members are free to observe the meeting as the Board conducts agenda item votes to spend money, execute contracts, or delegate corporate authority.

5.8. Board Meetings, Generally. The President, his appointed representative or selected professional shall preside over all Board meetings, provided that in the Presidents absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. The Board may adopt reasonable written rules governing the right of Members to speak. All business conducted at a meeting must receive a proper motion and vote. The parameters of the corporate process, including the Board Meeting Appendix are incorporated by reference to these Bylaws, and are more fully laid out in Exhibit 1 to these Bylaws. The Directors take action through majority vote on properly motioned agenda items.

5.9. Purpose of Board of Directors Meetings. Board Meetings are called, when needed. Board meetings are needed when the Directors must: (1) vote on executing vendor contracts, (2) vote to authorize the spending of money (not already authorized in the vendor contract, the management contract, the Governing Documents, another writing or document, and that has not been delegated to a chair, officer, or Director), and/or (3) to delegate corporate authority to act and clarify the exact scope, deadline, and responsible party of a business agenda items, to be prepared for a majority vote at an upcoming meeting, in substantially the following form:

Agenda Item:	Community-Wide "Back to School" Yard Sale
Scope/output:	(a) Confirm Best Date (pick Saturday in Early September), (b) Create a Flyer, (c) Request Funds Needed and Use (Excel), (d) Plan for Announcement, (e) County Approvals and Timelines
Deadline:	45 days – Materials submitted before May's Board Meeting
Responsible Party:	Laura Wilson, Lead Chair; Robert Smith, Co-Chair
Other Parties Involved:	Events Committee, Directors, Manager
Spending Authority:	\$2,500
Reports To:	Director, Trent Jones

*[Board Meeting Principle: If it is important enough to take time at a Board meeting to bring it up or discuss it, it's important enough to volunteer for it, and it's important enough to give 30 seconds of the Board's meeting time to assign a project, a scope, a responsible party, spending authority, if*

*any, and a deadline. Association business is voted on by Directors, but is not accomplished by Directors. Accordingly, the inverse is also true: if it is not important enough to take the time at a Board meeting to assign it a project, scope, responsible party, and deadline, then the issue is not important enough to even bring it up and discuss it with the limited resource of the Board's time at meetings. A Board that fails to abide by this principle leaves the Directors and leaders of the Association rudderless, agenda-less, objective-less, with few resources, volunteers, and a significantly large group of disenfranchised members with mismatched expectations of the Directors' role, scope, accomplishments, and powers.]*

5.10. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such actions is signed by all Directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote. Such decision or action should be ratified at a subsequent meeting or documented via executed Board Resolution.

5.11. Project Based Leads and Standing Committee Leads. The Board of Directors will appoint responsible parties for specific projects (i.e., Cell Tower project) whose scope lasts for the duration of the project, and it will also have standing responsible parties, chairs, leads, and committees, (i.e., Landscaping, ARC, Enforcement/Fining), that exist in perpetuity, and whose leadership may be interchanged at the Board's sole discretion.

6. Powers and Duties of the Board of Directors

6.1. Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, the Rules and Regulations, the Declaration, and any other provision of the Governing Documents, including, without limitation, adopt budgets, levy assessments and charges, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of FAIRWAY POINTE by the Owners, 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.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and 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 the Association.

6.1.4. Declare Vacancies. Declare the office of a Director on the Board to be vacant in the event such Director shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6. Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. 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.

6.2. Duties. The Board of Directors must implement by a majority vote the following duties:

6.2.1. As more fully provided in the Declaration:

6.2.1.1. Prepare and adopt an annual budget, including maintenance of Common Area, and if elected by the membership in the manner prescribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span;

6.2.1.2. Budget and fix the amount of the Annual Maintenance Assessment against each Lot at least thirty (30) days before the fiscal year begins;

6.2.1.3. Establish and fix the amount of other assessments described in the Declaration;

6.2.1.4. Send written notice of the amount of the Annual Maintenance Assessment to be levied pursuant to the annual budget to each Owner at least fourteen (14) days before the fiscal year begins;

6.2.1.5. Implement a policy to foreclose the lien against any Lot for which any amounts owed to the Association have not been paid, in accordance with the Declaration and applicable law or to bring action at law against Owner personally obligated to pay the same; and

6.2.1.6. Implement a policy to levy and collect fines, individual assessments, abatement charges, other association amounts or impose sanctions for non-compliance with any provision of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and other applicable law;

6.2.2. Provide for the operation, care, upkeep, and maintenance of the Common Area and Common Maintenance Areas;

6.2.3. Contract with and/or employ any and all contractors, managers, employees, or other personnel or entities necessary to carry out the duties and obligations of the Association contained in the Governing Documents;

6.2.4. Supervise employees, officers, and chairs of the Association and, where appropriate, provide for compensation of such employees for the purchase of necessary equipment, supplies, and materials to be used by such employees in the performance of their duties;

6.2.5. Enter into, preform, and enforce contracts and other agreements between the Association and third parties;

6.2.6. Open bank accounts on the Associations behalf and designate signatories;

6.2.7. Deposit all funds received on the Association's behalf in bank depository which the Board shall approve, and use such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

6.2.8. Prepare, provide, and file such financial reports and other reports.

6.3. Vote. The Board shall exercise all powers so granted to the Association, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.4. Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove

or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time at the later of sixty (60) days following written notice of the action or decision, or sixty (60) days after a meeting held pursuant to the terms and provisions hereof, whichever comes later. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, Articles, these Bylaws, the Rules and Regulations, or any other provision of the Governing Documents, shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records;

7.2. Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3. Assessments and Fines. Fix and collect the amount of the assessments, individual assessments, abatement expenses, professional fees, association amounts or fines; and take all necessary legal action, including but not limited to liens, foreclosures, any remedy at law, or any remedy granted by Chapter 720, Florida Statutes (2022); and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the members; and

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations, and any provision of the Governing Documents.

8. Officers and Their Duties

8.1. Officers. The initial officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election and Appointment of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by a majority of the Board and shall take place at the first meeting of the Board following (i) any new member Board Certification necessary, and (ii) the Annual Members Meeting. The Board of Directors by majority vote shall elect and appoint all Association officers.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may appoint such other officers, chairs, or committee Members in writing and delegate proper scope, authority, and deadlines for accomplishing day to day business of the Association, as the Association may require, each of whom shall hold office for such stated duration, and have such authority, and perform such duties as the Board may, from time to time, determine in the minutes or in writing.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time 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.

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

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of the Association and Board, shall ensure all responsible parties and Directors are prepared for the meeting, and shall have the actual and apparent authority to sign contracts, documents, leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a Director on the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall ensure discussion at a Board Meeting follows a proper vote and proper motion to second that vote. The Secretary shall record the votes and keep the action Minutes of all meetings, recording the proper motion, second, Director vote, scope, authority, deadline, and responsible party lead. The Secretary shall keep the corporate seal of the Association and affix it on all papers required to be sealed; shall be responsible for confirming notice of meetings is carried out properly; shall be responsible for ensuring appropriate current records show the names of the members of the Association together with their addresses; and shall record proxy votes upon receipt; shall cast proxies in the manner provided on the proxy, or if the general proxy power is granted to the Secretary, shall cast such proxies as determined by a majority of the Board; and shall perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board. The Treasurer shall sign, or cause to be signed, all checks, and promissory notes of the Association; shall cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2022); and shall cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; shall confirm and oversee that next year's assessment amount is voted upon by the Board; and shall perform such other duties as required by the Board.

9. Committees and Chairs.

9.1. General. The Board, from time to time, may appoint or dissolve offices, chairs, and committees as the Board deems appropriate in carrying out the day to day standing business or special projects of the Association in between Board meetings, and to serve at such scope, authority, and for such periods as the Board may designate in meeting minutes or in writing, including by Board resolution.

9.2. Architectural Control Committee. The Declarant shall have the sole right to appoint the members of the Architectural Control Committee ("ACC") until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records.

The official records of the Association 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. The Association may comply with an official records request by making or having the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association may charge reasonable costs and expenses, including professionals and personnel, if in written resolution for any such inspection. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records, however, under no circumstances is the Association required to purchase, provide, or allow a thumb drive or any other technological device that can be inserted into any computer or technological

device. The Association may not charge a digital device fee to a Member.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. 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 Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate and record such amendment in the official records of the County, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date the Declaration is recorded, or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. A quorum for any meeting of the Members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person, by proxy, by ballot, or in writing, of the Members entitled to cast ten percent (10%) of the total Voting Interests. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to these Bylaws shall affect the rights of Declarant or any Builder unless such amendment receives the prior written consent of Declarant or such Builder, which may be withheld for any reason whatsoever.

12.4. Compliance with HUD, FHA, VA, FNMA, GNMA, and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners or Members, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners or Members, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Declarant's Right to Disapprove

13.1. Notice to Declarant. For so long as Declarant is a Member, the Association shall give Declarant

written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice to Declarant at Declarant's principal address as it appears on the Department of State's records or at such other address as Declarant has designated in writing to the Association, or as to Board meetings, in accordance with these Bylaws. Such notice shall set forth with reasonable particularity the agenda to be followed at such meeting.

13.2. Declarant's Right to Disapprove. So long as Declarant holds any Lot for sale in the ordinary course of business, Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in Declarant's sole judgment, would tend to impair rights of Declarant or Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides. This right is paramount.

14. Conflict. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control, unless otherwise specified.

15. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st 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.

16. Miscellaneous

16.1. Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

16.2. Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

16.3. Place. For purposes of these Bylaws, "place" may mean digital forum with audio/video conferencing or may be a physical location, landmark, or physical forum.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 2<sup>ND</sup> day of MAY, 2023.

WITNESSES:

By: [Signature]

Print Name: BLAKE FRAZIER

By: [Signature]

Print Name: DIANA HULTON

"DECLARANT"

William Ryan Homes Florida, Inc., a Florida corporation ("WRH")

By: [Signature]

Name: Jeffery D. Thorson

Title: President

[Company Seal]

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>ND</sup> day of MAY, 2023, by Jeffery D. Thorson, as President of William Ryan Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is  personally known to me or who  has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large

Print Name Heather Mundt



HEATHER MUNDT  
Commission # GG 945409  
Expires May 3, 2024  
Bonded Thru Budget Notary Services

**BOARD MEETING APPENDIX A**  
**[EXHIBIT 1 TO BYLAWS]**

A. **Board Meetings, Generally.** The President, his appointed representative or selected professional shall preside over all Board meetings, provided that in the Presidents absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept, action minutes that document the motion, vote, scope, responsible party, and deadline, and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books or Official Records. The Board may adopt reasonable written rules governing the right of Members to speak. All business conducted at a meeting must receive a proper motion and vote. This appendix to the Bylaws details the parameters of the corporate process for Board meetings:

B. **Purpose of Board of Directors Meetings.** Board Meetings are called, when needed. Board meetings are needed when the Directors must: (1) vote on executing vendor contracts, (2) vote to authorize the spending of money (not already authorized in the vendor contract, the management contract, the Governing Documents, another writing or document, and that has not been delegated to a chair, officer, or director), and/or (3) to delegate corporate authority to act and clarify the exact scope, deadline, and responsible party of a business agenda items, to be prepared for a majority vote at an upcoming meeting, in substantially the following form:

Agenda Item:	Community-Wide "Back to School" Yard Sale
Scope/output:	(a) Confirm Best Date (pick Saturday in Early September), (b) Create a Flyer, (c) Request Funds Needed and Use (Excel), (d) Plan for Announcement, (e) County Approvals and Timelines
Deadline:	45 days – Materials submitted before May’s Board Meeting
Responsible Party:	Laura Wilson, Lead Chair; Robert Smith, Co-Chair
Other Parties Involved:	Events Committee, Directors, Manager
Spending Authority:	\$2,500
Reports To:	Director, Trent Jones

***Board Meeting Principle:** If it is important enough to take time at a Board meeting to bring it up or discuss it, it's important enough to volunteer for it, and it's important enough to give 30 seconds of the Board's meeting time to assign a project, a scope, a responsible party, spending authority, if any, and a deadline. Association business is voted on by Directors, but is not accomplished by Directors. Accordingly, the inverse is also true: if it is not important enough to take the time at a Board meeting to assign it a project, scope, responsible party, and deadline, then the issue is not important enough to even bring it up and discuss it with the limited resource of the Board's time at meetings. A Board that fails to abide by this principle leaves the Directors and leaders of the Association rudderless, agenda-less, objective-less, with few resources, volunteers, and a significantly large group of disenfranchised members with mismatched expectations of the Directors' role, scope, accomplishments, and powers.*

C. **Setting Agenda Items for Vote: Responsible Party.** Each agenda item at a board meeting should have a Responsible Party next to it. Responsible party/parties may be chairs, officers, Directors, committees, vendors, attorneys, or managers ("**Responsible Party**"). Responsible Parties are appointed, selected, or assigned by the Board of Directors. Responsible parties are responsible and accountable for the execution of day-to-day corporation business agenda item action, with a clear scope and deadline, for the responsible party to achieve the work of the corporation in between meetings.

***Important Corporate Point:** While Directors have voting power to pass or reject a motion, Directors have no power to conduct the day-to-day business of the corporation, interact with vendors, communicate on the Association's behalf, or direct any corporate action individually by position of being a Director; rather, a Director is able to engage in the corporation by being delegated a chair or officer of an agenda item.*

D. **Preparation for Board Meetings.** The President presides over preparation for meetings. The President is solely responsible to ensure all Responsible Parties and Directors are prepared, have reviewed the motion and materials, and are ready to discuss and vote. The President's job is to ensure that Board meetings are only called to accomplish agenda item business, and when those meetings are called, those meetings are successful, achieve the

narrowed scope, targeted, kept to time, stay within scope, and the President sees to it that all agenda items set out to be accomplished are delegated, assigned, closed, and acted upon so board business to be achieved. The President is responsible to ensure all Responsible Parties have submitted the draft motion and supplemental materials prior to the meeting; responsible to ensure all Directors have reviewed the materials prior to the meeting, have had time to provide written comment, feedback, or have questions answered by the Responsible Party in writing prior to the meeting; and to move the agenda item forward using the meeting format of motion and vote. THE BOARD SHOULD NOT BE SEEING, REVIEWING, OR HEARING ANY AGENDA ITEM INFORMATION FOR THE FIRST TIME AT A BOARD MEETING. ALL INFORMATION SHOULD BE IN THE MATERIALS, FULLY CAPABLE OF BEING READ, DISTILLED, AND UNDERSTOOD BY ALL DIRECTORS PRIOR TO THE MEETING IN ORDER TO TAKE PRODUCTIVE CORPORATE ACTION AT MEETINGS (AND AVOID "KICKING THE CAN DOWN THE ROAD" FROM MEETING TO MEETING OR OVERBURDENING A SINGLE MEMBER WITH ALL CORPORATE EXECUTION AND ACTION).

a. Officer & Agent Roles in Preparation. The President is not able to be responsible for all agenda items; the President merely presides over the meeting and the meeting preparation by confirming that all Responsible Parties for each agenda item are prepared and their materials are distributed and reviewed by the Directors prior to the meeting. The manager cannot be responsible for all agenda items; the manager simply helps keep the records and facilitate the logistics of a meeting. The Secretary can assist with motions, materials, and confirming proper Responsible Parties for each agenda item on the Board meeting agenda to help assist with accountability and successful corporate action.

b. Submission of Motion and Supporting Materials. Upon notice of an upcoming Board meeting, all Responsible Parties shall provide a written draft motion and all supplemental materials prior to the meeting. Such submission is given to the President or Manager. All submitted materials shall be prepared by the delegated Responsible Party who is responsible for that agenda item (chair, committee, director, vendor, officer, attorney, or manager) in conformity with the scope and deadline.

c. President Presides Over Preparation. On each agenda item, the President is to ensure that the motion and materials submitted by the Responsible Party is a clear and specific request (written motion for authority) for the Board to be voted on by majority vote at the meeting, supplemented with the proper and necessary materials. *PRIOR TO THE MEETING*, the President needs to confirm and ensure: (i) all Directors have received and reviewed the motion and the materials provided for each agenda item; (ii) that the Responsible Party is fully prepared to give a brief twenty second synopsis when their name is called for their agenda item in order to present the agenda item for vote by a majority of the Board of Directors; and (iii) should the President not be confident that the Responsible Party has honed the proper motion and vote, and provided the necessary supporting materials, the President shall bump the agenda item to the following meeting when the Responsible Party has the agenda item fully prepared, briefed, and has clearly honed the exact request for the Board to pass or deny, with a majority vote.

d. Director Feedback to Responsible Party, Prior to Meeting: Feedback, Questions, Scope Adjustments. Directors must review the draft motion and the supporting materials prior to the meeting. Directors must be prepared for the agenda item to be called and voted upon at the meeting. Should the President or a Director not understand the items to be covered at the meeting, upon review of the motion and materials, the time for questions or clarifications is *PRIOR* to the meeting (not at the meeting). It is the job of the Responsible Party (chair, committee, Director, vendor, officer, attorney, or manager) to receive that question or feedback, and timely adjust the motion and materials prior to the meeting. The Responsible Party shall provide a written response updating the motion and materials to show Director's feedback has been incorporated and addressed, whether it be comments, concerns, clarifications, or feedback in preparation for the meeting in order for all Directors to be prepared for a vote to deny or pass the limited corporate action request. All concerns, feedback, comments, etc., shall either be incorporated or specifically rejected by the Responsible Party in the presentation.

e. President Confirms Preparation Complete. Upon being satisfied that all Directors are fully prepared for the meeting, the President, his appointed representative or selected professional shall then certify

preparation of each agenda item in preparation for the meeting, and the President shall preside over said Board meeting at the appointed time.

E. Conduct During Board Meetings.

a. President Presides Over Responsible Party Agenda Item Presentations and Motions. The President presides over the meeting, calling up prepared agenda items and calling upon the Responsible Party for a brief introduction, presentation, and recommended motion. Upon presentation of the recommended motion by a Responsible Party, any Director may take up or sponsor such motion. The motion will then be officially clarified, read aloud, and written for all Directors to understand the motion on the floor, which will confine and limit the scope of Director discussion and vote. *Items not under motion cannot be discussed at a Board meeting.*

b. Second Sponsor: "Seconding" A Motion. Should the motion receive a Director sponsor taking up the motion, such motion shall then need a "second" Director supporting or "seconding" the motion.

c. Agenda Item Open for Director Discussion: Scope and Timekeeping. Should a motion receive a "second" from a Director, then the President may open discussion for the Directors, amongst themselves. At this point, the Directors may discuss the agenda item in order to be able to "call the vote". During discussion, the Secretary shall keep the agenda item discussion to the proper timeframe set by the President; and during discussion, the President shall be responsible for keeping all discussion targeted, on task, and within the scope of both, the Responsible Party's scope, and the scope of the exact motion made and in sitting front of the Directors.

d. President's Role in Open Agenda Item Discussion. The President, as presider, does not serve the role of "updater" or "informer", rather, the President serves the role as facilitator, helping to clarify Director comments, positions, amendments to the motion, helping narrow issues, making calls about appropriate comments in the scope of the motion and comments that are outside the scope of the motion. The President may provide procedural or process comments, may ask for Director clarification, and shall move targeted discussion along. The President is often the Director that "calls the vote", especially once similar sentiments are being repeated by Directors. The President is responsible to ensure Director discussion is not interrupted by members or any other comments until the motion is dropped, voted down, or the vote is called on the motion, to pass or fail by a majority.

e. Director Voting. Upon presentation of the motion and materials, and the receipt of two (2) Director's primary motion and the "seconded" motion, during discussion, the President or any Director may "call the vote." Directors shall cast roll call votes on the presented motion. Motions may be amended to better reflect the vote. A Director may not abstain from voting. Indecision, more instruction, wanting additional information, needing additional time to review, not having an opinion, providing additional feedback, or modifying or changing the scope of the agenda item serves as a "no" vote to the motion. Directors shall be prepared for meetings having reviewed all materials and receiving the exact language of the written motion to be voted upon for that specific agenda item.

f. Owner Questions, Basic Updates, Feedback or Comment, General Discussion, Owner's 3 Minutes. While a Board Meeting may contain incidental updates to those watching in attendance, or an owner might provide a chair, committee, director, vendor, officer, attorney, or manager with feedback not previously known or included in the presentation, or a Board meeting might involve unknown questions or discussion, these are not the core purposes of Board meetings. If any of the aforementioned are needed, or if owners would like to have a question and answer session, the proper place for doing so is not a Board Meeting. Should these be needed, the Association can call a community-wide update meeting, a Q&A meeting, a community problem study workshop, or a volunteer sign-up meeting. Any of these should be called to help facilitate owner questions, better incorporate owner feedback, encourage volunteer involvement, and give Association opportunities for community notifications or status briefings. In addition to these non-Board

Meeting community gatherings, the Association should have and design other written forums and formats for such updates, questions, volunteer opportunities, and information submissions; each of these should primarily have a written form, a process, or if none exists, the Association should build such processes, or call a designated "community meeting" to brainstorm or gather information for such purposes or to create such processes. None of the above mentioned in this paragraph would constitute corporate business of the Association, board action, board business, or proper agenda items for voting upon. Board Meetings are not the proper primary forum for such items. Board Meetings are to be well prepared for, thoroughly researched, targeted with each agenda item having a clear Responsible Party lead, deadline, and scope, with written motions, and all corresponding materials to be submitted beforehand by the Responsible Party. Agenda items are to be reviewed by all Directors beforehand, so agenda items may be taken up, voted upon by majority vote, and the corporation is fully ready to effectuate corporate action following the vote. While all members are allowed to speak for up to 3 minutes on agenda items, the purpose of speaking is to volunteer, get involved, and provide any unknown information that should have, and likely may already have, been included, when the project was launched and delegated at prior board meetings; opinions, updates, feedback, and the like, is to be filtered through a Responsible Party or lead and the volunteers who assist, in the corporate process leading up to a meeting, prior to the meeting and not at the time of the presentation to the Directors for vote at the meeting.

g. Electronic or Video Attendance. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in-person at the meeting. Notwithstanding any provision herein to the contrary, the meeting upon reasonable accommodation request, often potentially at the expense of the requestor, may need to be held in a way or at a location that is accessible to a physically handicapped person if reasonably requested by a physically handicapped person who has a right to attend the meeting. The Association must be reasonable in choosing the necessary accommodation.

1. The Board of Directors, on a majority vote, is responsible to oversee the chairs, vendors, Officers, and Directors that take responsibility to execute the agenda line item that constitutes the business of the Association, and the Board of Directors is to hold Responsible Parties accountable for following through.

**NOMINATING COMMITTEE APPENDIX B**  
**EXHIBIT 2 TO BYLAWS**

A. **Nominating Committee.** A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a Director on the Board of Directors, and two (2) or more members of the Association.

B. **Terms.** If formed, an appointed Nominating Committee shall serve for a term of one (1) year or until its successors are appointed.

C. **Role.** In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine is appropriate for corporate leadership.

D. **Duties.** If formed, the Nominating Committee's purpose shall be to help foster a positive election, annual meeting, and communal environment and help interested candidates fully understand the obligations of the voluntary position, the time commitment, and the jurisdiction of a Board of Director's actual authority for those wishing to make a community impact. The Nominating Committee's role may be more specifically defined by Board resolution, but it's duties shall be to facilitate positive interactions among candidates, and with the Members of the community, by helping serve to mitigate obnoxious or distasteful campaign behavior and having the authority to regulate actions that tear down, as opposed to build up, the community. The Nominating Committee's job may include but is not limited to:

a. the ways and means of creating cross-comparisons of candidates for Members, including with the use of questionnaires, for members to better understand potential leaders;

b. helping assist candidates better understand the responsibilities, obligations, and confines of the volunteer job, including with the use of class training or oaths of office;

c. helping facilitate positive discourse and corporate leadership by mitigating negative comments, personal attacks, inciteful campaigns, blame-style platforms, false or non-factual narratives, digital misinformation or printed misinformation, and redirecting such behavior into civil format and appropriate forums, this may include but is not limited to removing non-corporate issues, requiring Members or candidates to pledge to remove, rename, deny access, grant access, or redirect traffic of non-official social media campaigns to be closed or redirected to more open and transparent formal corporate mechanisms and forums; and

d. helping promote leadership and integrity by formulating and having all candidates sign an oath of office that may include pledging to refrain from all actions, including those that tend to tear down community or invoke emotion for the selfish purposes of garner support as opposed to civilly addressing issues factually, with real alternative solutions that are legally viable.

E. **Authority.** The Nomination Committee shall refuse to endorse candidates who engage in such behavior or may exclude non-cooperative candidates from the ballot of their recommended nominations; the Nominating Committee can require candidates to provide written proof of alleged claims, requiring evidence or statements under oath, and may publish the correct facts with evidence or professionally backed writing in a letter to the members. If necessary, the Nomination Committee, by resolution backed by facts and a majority vote, may refuse to place such candidates on the Association's official mailed ballot.