

**BYLAWS**  
**of**  
**TOWNHOMES AT HARPER PLACE PROPERTY OWNERS' ASSOCIATION, Inc.**  
**A Florida Not-For Profit Corporation**  
*As Amended by Unanimous Vote on December 15<sup>th</sup>, 2018 at a Special Member Meeting*

**ARTICLE 1**  
**IDENTIFY**

These are the Bylaws of **TOWNHOMES AT HARPER PLACE PROPERTY OWNERS' ASSOCIATION, INC.**, a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, hereinafter referred to as the Association.

**1.1 Office.** The office of the corporation shall be located at the home of the Secretary, or at the home of the Treasurer, of the Board of Directors, in Winter Park, Florida, or at such other place as may be designated from time to time by the Board of Directors.

**1.2 Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3 Seal.** The seal of the Association shall bear the abbreviated name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

**ARTICLE 2**  
**DEFINITIONS**

When used in these Bylaws, the terms defined in Article 4 of the Articles of Incorporation of **TOWNHOMES AT HARPER PLACE PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the Articles, shall have the same meanings as in the Articles.

**ARTICLE 3**  
**MEMBERS**

**3.1 Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record Owners of a Unit/Lot in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Unit/Lot. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners".

**3.2 Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing record title to a Unit/Lot under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association

and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent; if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said owner as then reflected in the Association's records.

**3.3 Voting Rights.** Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

**3.4 Designation of Voting Representative.** If a Unit/Lot is owned by one person or entity, its rights to vote shall be established by the recorded title to the Unit/Lot. If a Unit/Lot is owned by more than one person or entity, the person entitled to cast the votes for the Unit/Lot shall be designated by a certificate signed by all of the record Owners, of the Unit/Lot and filed with the secretary of the Association. If a Unit/Lot is owned by a general or limited partnership, the person entitled to cast the votes for the Unit/Lot shall be designated by a certificate of appointment signed by one of the general partners and filed with the secretary of the Association. If a Unit/Lot is owned by a corporation, the person entitled to cast the votes for the Unit/Lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation and filed with the secretary of the Association. If a Unit/Lot is owned in trust, the person entitled to vote for the Unit/Lot shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit/Lot concerned. A certificate designating the person entitled to cast the votes of a Unit/Lot may be revoked in writing by any Owner thereof, provided, however, that no Unit/Lot shall vote in excess of the voting rights allocated to that Unit/Lot pursuant to the Declaration.

**3.5 Approval or Disapproval of Matters.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles or Bylaws.

**3.6 Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Unit/Lot.

## **ARTICLE 4**

### **MEMBERS' MEETINGS**

**4.1 Annual Members' Meeting:** The annual Members' meeting shall be held at the office of the Association at 4:00 pm or 5:00p.m. on the first (1<sup>st</sup>) Sunday in January that falls on or after the 5<sup>th</sup> day of January and on or before the 24<sup>th</sup> day of January of each year for the purpose of appointing directors and of transacting any other business authorized to be transacted by the Members; provided, however, if that day is a legal or religious holiday, the meeting shall be held at the same hour on the next Sunday which is not a legal or religious

holiday. Anything herein to the contrary notwithstanding, the Board of Directors shall have the discretion to hold the annual meeting at any other time during the month of January which the Board of Directors may deem to be more convenient to the Members of the Association.

**4.2 Special Members' Meeting.** Special Members' meetings may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership or by the Declarant as long as the Declarant is a Class B Member. Unless, otherwise set forth in the notice of special meeting, all special meetings shall be held in Orange County, Florida.

**4.3 Notice of Members' Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association or in lieu of a physical mailing address, a Member's valid email address, for the purpose of notice, at least fifteen (15) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

**4.4 Quorum.** A quorum at Members' meetings shall consist of thirty percent; (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of Members, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. If, however, such quorum shall not be present or represented at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**4.5 Proxies.** Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or a Member's duly authorized attorney-in-fact, may authorize another person or persons to act for the Member by proxy. Every proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person, executing it and shall expire upon the transfer of title to the Unit/Lot giving rise to the voting rights to which the proxy pertains. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is

exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

**4.6 Absentee Voting by Members.** Members of the Association will be permitted to vote in absentia, provided the Member has on file with the HOA, one mobile telephone number that will be the number used when calling in to participate in a vote. Any Member choosing to do so is required to notify the HOA no less than five days prior to when the vote is to be taken. Further, prior to the vote, Member will be emailed or texted a unique code, which Member must confirm at the time of the call, in addition to the mobile number Member calls from being verified as the mobile number on file.

**4.7 Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each member on the new record date entitled to vote at such meeting.

**4.8 Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

- a. Call to order.
- b. Election of chairperson of the meeting;
- c. Calling of the roll and certifying of proxies.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of officers.
- g. Reports of committees.
- h. Appointment of directors.
- i. Appointment Nominating Committee.
- J. Unfinished business.
- k. New business.
- I. Adjournment.

**4.9 Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

## **ARTICLE 5**

### **BOARD OF DIRECTORS**

**5.1 Number.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) directors.

**5.2 Term of Office.** The term of office shall be as set forth in the Articles of Incorporation.

**5.3 Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of each class. In the event of the death, resignation or removal of a director, the successor shall be selected by the remaining directors and shall serve for the unexpired term of the director's predecessor.

**5.4 Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out of pocket expenses approved by the Board and incurred on behalf of the Association.

**5.5 Nominations.** Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

**5.6 Nominating Committee.** The Nominating Committee shall consist of a chair, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors, as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors, representatives or employees of the Declarant or a corporate Member of the Association, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.8 and shall be made in advance of the time fixed in Section 5.8 for the mailing of such ballots to Members.

**5.7 Election of Directors.** Election to the Board of Directors shall be by written ballot, as hereinafter provided. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes (without regard to class) for each vacancy shall be elected.

**5.8 Ballots.** All elections to the Board of Directors of the Association shall be made on written ballot which shall: (1) describe the vacancies to be filled; (2) set forth the names of those nominated by the Nominating committee for each such vacancy; and (3) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return, which shall be a date not later than the day before the meeting at which the vote is to be taken.

**5.9 Number of Ballots.** Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures in Section 5.10, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such, "Ballot" envelope, or envelopes, (if the Member or the Member's proxy is exercising more than one vote) shall be placed

in another sealed envelope which shall bear on its face the name and signature of the Member or the Member's proxy, the number of ballots being returned, and such other information as the Association Board of Directors may determine will serve to establish the Member's, right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the secretary at the address of the association.

**5.10 Election Committee: Counting of Ballots.** Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consists of three (3) Members appointed by the Board of Directors. The Election Committee shall then:

- a. Establish that external envelopes were not previously opened or tampered with in any way;
- b. Open the external envelopes to establish that the number of envelopes therein marked "ballot" corresponds to the number of votes allowed to the Member or the Member's proxy identified on the external envelope;
- c. Confirm that the signature of the Member or the Member's proxy on the outside envelope appears genuine; and
- d. If the vote is by proxy, determine that a proxy has been filed with the secretary.

Such procedure shall be taken in such manner that the vote of any Member or Member's proxy shall, not be disclosed to anyone; even the Election Committee.

The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. **If** any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Association Board of Directors.

**5.11 Absentee Voting by a Member of the Board of Directors.** A Member of the HOA Board of Directors will be permitted to vote in absentia, provided any such Director has on file with the HOA, one mobile telephone number that will be the number used when calling in to participate in a vote. Any Director choosing to do so is required to notify the Board no less than five (5) days prior to when the vote is to be taken. Further, any requesting to Absentee vote will be emailed or texted a unique code, which must confirmed at the time of the call, in addition to the mobile number the Director calls from being verified as the mobile number on file.

## **ARTICLE 6**

### **MEETINGS OF DIRECTORS**

**6.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly (or more frequently if determined by the Board) at such place and hour as may be fixed from time to time by resolution of the Board. **If** the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of



Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board meetings shall be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency, or shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the above-mentioned general notice requirements, the Board may provide for a reasonable alternative to posting or mailing of notice for each Board meeting, including publication of notice or provision of a schedule of Board meetings.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

This section shall also apply to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and, to any body vested with the power to approve or disapprove architectural decisions with respect to a specific Unit/Lot owned by a Member in the community.

**6.2 Special Meetings.** Special meetings of the Directors may be called by the Chair of the Board of Directors, by the president of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by first class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Property forty-eight (48) hours in advance for the attention of Members, and the Board of Directors may designate the place or places for posting such notice on the Property. All special meetings of the Board shall be open to the Members.

**6.3 Waiver of Notice of a Meeting.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**6.4 Defects in Notice, etc, Waived by Attendance.** Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

**6.5 Quorum.** A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at

a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

**6.6 Adjourned Meetings.** A majority of the directors present whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of, the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

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

**6.8 Presiding Officer,** The presiding officer of directors' meetings shall be the president. In the absence of the president, the vice president shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

**6.9 Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, common law, the Declaration, the Articles and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

**6.10 Declarant-Appointed Directors.** Anything to the contrary contained herein notwithstanding, any director who is appointed by the Declarant may be removed by the Declarant at any time. Upon such removal, the Declarant shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

## **ARTICLE 7**

### **OFFICERS**

**7.1 Officers and Election.** The executive officers of the Association shall be a president, who shall be elected from the Board of Directors, a vice president, who also shall be elected from the Board of Directors, a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except the president shall not also be the secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

**7.2 President.** The president shall be the, chief executive officer of the Association. The president shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Members from time to time as the President may, in the President's discretion, appoint appropriately to assist in the conduct of the affairs of the Association. The President shall serve as chairperson of all Board and Members' meetings.



**7.3 Vice President.** The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**7.4 Secretary.** The secretary shall keep the minutes of all proceedings of the director's and the Members. The secretary shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. The secretary shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The Association shall retain the minutes for a period of not less than seven (7) years. The duties of the secretary may be fulfilled by a manager employed by the Association.

**7.5 Treasurer.** The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The treasurer shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and the treasurer shall perform all other duties incident to the office of treasurer. The duties of the treasurer may be fulfilled by a manager employed by the Association.

**7.6 Compensation.** The compensations, if any, of the officers or employees of the Association shall be fixed by the Board of Directors.

## **ARTICLE 8**

### **COMMITTEES**

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## **ARTICLE 9**

### **BOOKS AND RECORDS**

The books, official records and papers of the Association shall be open to inspection and available for photocopying by Member or other authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Declaration, the Articles and the Bylaws shall be available for inspection by any Member at the Association's principal office, where copies may be purchased at reasonable cost.

## **ARTICLE 10**

### **FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following.

**10.1 Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be

entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

- a. **Current Expenses.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fins reserves. This may include, but not be limited to, in any order:
  - 1) Professional, administrative and management fees and expenses;
  - 2) Taxes on Common Property;
  - 3) Expense for utility services and maintenance expense relating to the Common Property, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works,. preservation or conservation areas, wetlands and wetland irrigation areas;
  - 4) Insurance costs;
  - 5) Administrative and salary expenses;
  - 6) Operating capital;
  - 7) Performance of obligations imposed by an Unit/Lot of local, regional, state or the federal government, and to enforce the provisions of the Declaration, the Articles of Incorporation and these Bylaws; and
  - 8) Other expenses.
- b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.
- c. **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

**10.2 Budget.** The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Property and the Property; so as to permit appropriate allocation of assessments therefore among all benefited Unit/Lots.

**10.3 Financial Reporting.** The Board of Directors shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within the time limits as set forth in Article 9 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to, other Owners;
- b. Modifies the definitions provided for by Article 1 of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any, provision of Article 2 of the Declaration;
- d. Modifies or repeals any permission

- e. Alters the character and rights or membership as provided for by Article 4 of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the **Association**;
- f. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;
- g. Denies the right of the Declarant to convey Common Property to the Association;
- h. Modifies the basis or manner of assessment as applicable to the Declarant or any land owned by the Declarant;
- i. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provisions of the Declaration.

At any time prior to the first election of a majority of directors by Owners other than the Declarant, these Bylaws may be amended by the Declarant, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only.

Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language. "Substantial rewording of Bylaw. See Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

**10.4 Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon them at one meeting.

**10.5 Agreement.** If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of Subsection 11.3 relative to the Declarant under the Declaration, then the amendment shall thereby be adopted as though subsections 11.1 through 11.3 had been satisfied.

**10.6 Provisions.** No amendment shall make any changes in the qualifications for membership or the voting rights of Members. without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

## **ARTICLE 11**

### **SEVERABILITY AND CONFORMITY TO STATE LAW**

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or

any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.

The foregoing amended Bylaws of TOWNHOMES AT HARPER PLACE PROPERTY OWNERS' ASSOCIATION, INC., a non-profit corporation established under the laws of the State of Florida, were adopted at a Special Member Meeting to replace the original Bylaws on this 15<sup>th</sup> day of December, 2018.

---

**DAVID HOCHSTADT, PRESIDENT**

---

**ALFRED ESCHEU, VICE PRESIDENT**

---

**JIM SHERRIS, TREASURER**

TaHP Bylaws as Amended