

EXHIBIT "B"

BY-LAWS

DONLIN DRIVE HOMEOWNERS ASSOCIATION, INC

The following are adopted as the By-Laws of DONLIN DRIVE HOMEOWNERS ASSOCIATION, INC., by the directors:

1. NAME AND LOCATION. The name of the corporation is **DONLIN DRIVE HOMEOWNERS ASSOCIATION, INC** hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 4788 West Commercial Boulevard, Tamarac, Florida, 33319.

2. DEFINITIONS. The term "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for **DONLIN DRIVE HOMEOWNERS ASSOCIATION, INC** recorded in the Public Records of Marion County, Florida, applicable to the real property located in Marion County, Florida, more particularly described in Exhibit "A" (the "**Property**").

The terms "**Common Property**", "**Declarant**", "**Lot**", "**Owner**", "**Director**" and "**Member**" shall have the same meanings as described and defined in the **Declaration**. The term "**Articles**" shall mean and refer to the Articles of Incorporation of the **Association**. The term "**Developer Control Period**" shall have the same meaning as described and defined in the **Declaration**.

3. MEETINGS OF MEMBERS.

A. Initial Meeting. No later than thirty (30) days after the end of the Developer Control Period, a meeting of the **Members** will be held (the "**Initial Meeting**"). At the **Initial Meeting**, the **Members** shall elect seven (7) **Directors**. No other business shall be conducted at the **Initial Meeting**.

B. Annual Meetings. The first annual meeting of the **Members** shall be held on September 10, 2004, and each subsequent regular annual meeting of the **Members** shall be held on the second Tuesday of each September of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the **Members** is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

C. Special Meetings. Special meetings of the **Members** may be called at any time by the president or 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 Membership. Business conducted at any special meeting shall be limited to the purposes and matters described in the notice thereof.

D. Notice of 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, at least 15 days before such meeting to each **Member** entitled to vote thereat, addressed to the **Member's** address last appearing on the books of the **Association**, or supplied by such **Member** to the **Association** for the purpose of notice. 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.

E. Quorum. The presence at the meeting of **Members** entitled to cast, or of proxies entitled to cast, twenty (20%) percent of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the **Declaration**, or these **By-Laws**. If, however, such quorum shall not be present or represented at any meeting, the **Members** entitled to vote

thereat shall have 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.

F. Proxies. At all meetings of **Members**, each **Member** may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and, if not revoked, shall terminate ninety (90) days from the date of the proxy. No holder of a proxy shall have any greater voting rights than the person giving the proxy. To be valid, a proxy must be dated, state the date, time and location of the meeting for which it is given, and must be signed by the person giving the proxy. A proxy shall be valid only for the meeting described in the proxy, including any adjournments or reconvening thereof.

G. Location. Meetings of **Members** shall be held within Broward County, Florida.

4. DIRECTORS.

A. Number. During the **Developer Control Period**, the affairs of the **Association** shall be governed by a board of three (3) **Directors**, all of whom shall be appointed by and serve at the discretion of **Declarant**. After the expiration of the **Developer Control Period** the affairs of the **Association** shall be governed by a board of seven (7) **Directors**. It shall not be a requirement that a director be a **Member** of the **Association** as a qualification for such office. So long as **Declarant** owns and holds for sale in the ordinary course of business at least five (5%) percent of the **Lots** at **INDEPENDENCE**, **Declarant** shall have the right to elect at least one **Director**.

B. Term of Office. At each annual meeting after the **Developer Control Period**, the **Members** shall elect the **Directors** for a term of one year.

C. Removal. After the **Developer Control Period**, any **Director** may be removed from the Board, with or without cause, by a majority vote of the **Members**. In the event of death, resignation or removal of a **Director**, a successor shall be selected by the remaining **Directors** and shall serve for the unexpired term of the predecessor.

D. Compensation. No director shall receive compensation for any service such director may render to the **Association** for the performance of the director's duties. However, any director may be reimbursed for the actual expenses incurred by the **Director** in the performance of the director's duties.

5. NOMINATION AND ELECTION OF DIRECTORS.

A. Nomination. Nomination for election as a **Director** shall be made from the floor at the annual meeting.

B. Election. Election to the Board of **Directors** shall be by secret written ballot. At such election each **Member**, either directly or through a proxy, may cast one vote with respect to each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

6. MEETINGS OF DIRECTORS.

A. Regular Meetings. Regular meetings of the **Directors** shall be held every three months during the **Developer Control Period** and monthly thereafter at such place and hour as may be fixed from time to time by the **Directors**. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings. Special meetings of the **Directors** shall be held when called by the president of the **Association**, or by any two **Directors**.

C. Notice. Notices of all meetings of the **Directors** shall be posted at a conspicuous place within the INDEPENDENCE community at least forty eight (48) hours prior to the meeting. Alternatively, if notice is not posted at a conspicuous place within the community, then notice of each meeting of the Board of Directors shall be mailed or delivered to each **Member** at least seven (7) days prior to the meeting. In lieu of the notice required by this Paragraph, the **Directors** may establish a schedule of regular meetings over periods not to exceed one year. Each such schedule shall be mailed or delivered to each **Member** at least seven (7) days prior to the time scheduled for the first such meeting.

D. Quorum. A majority of the **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 shall be regarded as the act of the **Directors**.

E. Business at Meetings. No assessment of any kind may be levied at a meeting of the **Directors** unless the proposed assessment is described in the notice of the meeting. **Directors** may not vote by proxy at meetings of the **Directors**. Each **Member** shall have the right to be present at any meeting of the **Directors**.

F. Scope. The provisions of this Paragraph shall apply to each committee or other similar body acting at the direction of or on behalf of the **Directors**.

7. POWERS AND DUTIES OF THE DIRECTORS.

A. Powers. The **Directors** shall have the power to:

(i) adopt and publish rules and regulations governing the use of the **Common Property**, and the personal conduct of the **Members** and their guests thereon, and to establish fines for the infraction thereof;

(ii) suspend the right to use of the **Common Property** (except for ingress and egress) of a **Member** during any period in which such **Member** shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice of not less than 14 days and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(iii) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the **Members** by other provisions of these **By-Laws**, the **Articles**, or the **Declaration**;

(iv) declare the office of a **Director** to be vacant in the event such **Director** shall be absent from three (3) consecutive regular meetings of the **Directors**;

(v) appoint a **Director** to fill the office of any **Director** who ceases to serve as such for any reason other than the expiration of the term of the **Director**, such appointment to be effective for the unexpired term of the **Director** so replaced; and

(vi) appoint the officers of the **Association**, as provided herein and in the **Declaration**.

(vii) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. Duties. It shall be the duty of the **Directors** to:

(i) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the **Members** at the annual meeting of the **Members**.

(ii) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(iii) as more fully provided in the Declaration, to:

(a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(b) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

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

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the ~~Common Property~~ to be maintained.

(iv) As more fully provided in the Declaration, and subject to the provisions hereof,

a) determine the amount of regular and special assessments against each Lot;

b) provide notice to each Owner of any special assessment or change in any regular assessment.

8. OFFICERS AND THEIR DUTIES.

A. **Enumeration of Offices.** The officers of the Association shall be a president and vice-president, who shall at all times be Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

B. **Election of Officers.** The election of officers shall take place at the first meeting of the Directors following each annual meeting of the Members.

C. **Terms of Officers.** The officers of the Association shall be elected annually by the Directors and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

D. **Special Appointments.** The Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Directors may, from time to time, determine.

E. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Directors. Any officer may resign at any time by giving written notice to the Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at

any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

F. Vacancies. A vacancy in any office may be filled by appointment by the **Directors**. The officer appointed to such vacancy shall serve for the remainder of the term of the officer who has vacated the office.

G. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section D of this Paragraph,

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

(i) **President.** The president shall preside at all meetings of the **Directors**; shall see that orders and resolutions of the **Directors** are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(ii) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the **Directors**.

(iii) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the **Directors** and of the **Members**; keep the corporate seal of the **Association** and affix it on all papers requiring said seal; serve notice of meetings of the **Directors** and of the **Members**; keep appropriate current records showing the **Members** of the **Association** together with their addresses, and shall perform such other duties as required by the **Directors**.

(iv) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the **Association** and shall disburse such funds as directed by resolution of the Board of **Directors**; shall sign all checks and promissory notes of the **Association**; keep proper books of account; cause an annual audit of the **Association's** books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the **Members**.

9. ARCHITECTURAL REVIEW.

A. Applications. Any **Owner** seeking to make any alteration or improvement, as is more fully described in the **Declaration**, shall submit a written application for approval of same to the **Directors**. The application shall include plans, specifications and other information as may be required by the **Directors**, and shall be accompanied by any fees for such application as may be set by the **Directors**.

B. Meetings. The **Directors** shall consider applications by **Owners** for approval of alterations or improvements at duly constituted meetings of the **Directors**, but in no event later than thirty (30) days from the date any request is made. A special meeting of the **Directors** may be called for such purpose. Consideration of an application may be continued by the **Directors** for a period of time not in excess of thirty (30) days if additional information is reasonably required pertaining to the request for approval. Consideration of an application may also be continued at the request of the **Owner** making the application, upon such conditions as the **Directors** may approve.

C. Decisions. Decisions on requests for approval of alterations or improvements shall be made by a majority of the **Directors**, and a record shall be made thereof. In the event that the **Directors** fail to vote on the application at a meeting commenced within thirty days of the date of the application, or at a

continuation thereof, then the application shall be deemed as approved, but no such approval shall be deemed to authorize any improvement prohibited, restricted or limited by the Declaration..

10. BOOKS AND RECORDS. The Association shall keep its Official Records as provided by law. The Official Records, including minutes of meetings of Members and directors, books, records, papers and any other documents required to be kept by the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

11. ASSESSMENTS. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 12 percent per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Property, abandonment of the Member's Lot, or by offset for any liability claimed by the Member against the Association.

12. AMENDMENTS.

A. These By-Laws may be amended by the Directors.


B. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

13. MISCELLANEOUS. 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, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly appointed president of DONLIN DRIVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation; and, that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on 4/28, 2004.



Michael Schack, President