

# GLSA BYLAWS

According to President Troy Weaver

&

His Merry Band of Directors

# Grandin Lake Shores Association, Inc. By-Laws

## ARTICLE I

### Name and Location

The name of this Corporation shall be Grandin Lake Shores Association, Inc., hereinafter called Corporation, and it shall have its principal place of business in Grandin Lake Shores, Putnam County, Florida.

## ARTICLE II

### Members

Section 1. CLASS OF MEMBERS. The Corporation shall have two classes of members: Corporation property owners and associate members/Renters. immediate and resident family members of property owners are entitled to full use of Corporation Property and Assets without associate membership but are not entitled to a corporation vote. Participation in Corporation affairs by any member is conditioned upon approval of a majority of the Board of Directors.

Section 2 VOTING RIGHTS. Each property owner, individual or joint, may exercise one vote, regardless of the number of lots owned.

Section 3 COVENANTS AND RESTRICTIONS. Each member and his or her family shall be subject to the covenants and restrictions recorded in Official Records Book 48, Page 665 through 669; Book 679, Page 1387, and Book 1303, Page 1405 Since November 8, 2011 a fourth set of amendments was filed with the public records of Putnam County, Florida.

These covenants and restrictions do not replace or supersede existing federal and state laws or county zoning ordinances. They are supplemental to governmental laws and regulations, and impose additional duties, burdens, and benefits for each member.

These covenants and restrictions are in force until February 20, 2024 according to a RATIFICATION, REAFFIRMATION, and EXTENSION OF RESTRICTIVE COVENANT document recorded in Official Records Book 304, Pages 797 and 798 of the public records of Putnam County, Florida. On or before that date a new RATIFICATION, REAFFIRMATION AND EXTENSION OF RESTRICTIVE COVENANT document shall be recorded.

### Appendix, A, 1, 2, 3, 4

Section 4. RULES AND REGULATIONS. Each member, his family, his invitees, and Associate members/Renters shall comply with the following rules and regulations, and those additional rules and regulations published from time to time by the Corporation or its Board of Directors:

(a) Guest cards may be obtained from any director of the Corporation for all guests of members that use the beaches, community boat dock areas, and such member shall be held accountable for any misconduct or violations of the rules and regulations on the part of such guest or guests. Each guest card shall be dated and signed by the director issuing it and is valid for up to (30) days. The guest cards shall be displayed on the windshield of the guest vehicle. Any vehicle of guests not displaying a guest card shall be subject to towing at owner's expense.

(b) At the discretion of a majority of the board members, a renter or tenant may be approved as an associate member after living in the area for a consecutive two-month period and

making application to the board for associate membership. The associate member must pay a \$50.00 fee annually and is subject to and is personally responsible for conformance with all By-laws, Covenants, and Restrictions of Grandin Lake Shores Association, Inc.

(c) At the discretion of a majority of the board members, person(s) desiring to join the Corporation to use the Corporation property and facilities may make application to the Board for permanent membership. If in full compliance with all covenants and restrictions and upon acceptance of this application by the Board of Directors, the person must amend his/her property Title to bind that property to the Covenants and Restrictions listed in ARTICLE II, Section 3 After this property title change have been recorded in the office of the Clerk of the Circuit Court for Putnam County, Florida., the property owner becomes a full-fledged member with voting rights subject to continued compliance with the covenants and restrictions.

(d) Members shall be entitled to use the facilities of the Corporation in accordance with procedures established by the Board of Directors. The use of Corporation facilities by other than members in good standing shall be at the discretion of the Board of Directors. Usage of the Corporation Clubhouse shall be registered through the Hall Uses Chairperson (Hall Use) on a 'first come first served" basis, with the exception that any Association function shall take precedence onr any Association member's request. The term "in good standing," means that the member has paid his /her financial obligations, has complied with those restrictions, and covenants referenced in Paragraph 3.

**Appendix B, 1, 2**

(e) Members shall be responsible for control of household pets, which shall be contained within a member's property, with the exception of domesticated cats. Any animals not so contained will be considered a nuisance. The owner members/renter shall be responsible for immediately collecting and properly disposing of pet waste and litter.

(f) Property owner members, Associate members /renters failing to maintain a lot in clean condition or allowing trash or garbage to accumulate on a lot, since organized trash pickup is available, shall be considered a nuisance. After notices have been served to correct the condition, the owner/ Associate member/renter shall be subject to remedial action by the Corporation at the owner's expense. The Fine Group, part of the Executive Committee shall make recommendations to that Committee if the property owner/associate member/renters do not take corrective action.

**Appendix, C, 1, 2, 3**

**ARTICLE III**  
**Meetings of Members or Directors**

Section I. ANNUAL MEETING. An annual meeting of the members and the Board of Directors shall be held each year at Grandin Lake Shores, Putnam County, Florida, on the last Saturday in March at one o'clock P.M. Business transacted at the meeting shall include election of the Directors and officers of the Corporation for the year.

Section 2. SPECIAL MEETINGS. The President, the Board of Directors, or not less than one-tenth of the members having voting rights may call special meetings

Section 3. PLACE OF MEETING. Meetings of the members of the Board of Directors shall be held within the confines of the subdivision of Grandin Lake Shores Association, Inc., Interlachen, Florida.

Section 4. NOTICE OF MEETING. Written notice stating the place, day and hour of the meeting of the members and in the case of special meeting of the members, the purpose(s) for which the meeting is called shall be delivered not less than ten (10) days nor more than fifty (50)



days before the meeting, by personal or mail delivery, to each member of record or director entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the mail addressed to the member or director at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 5. ACTION BY MEMBERS OR DIRECTORS WITHOUT A MEETING. Any action required by law, these By-laws or the Articles of Incorporation of this Corporation, which shall or may be taken at any annual or special meeting of the members, may be taken without a meeting or notice thereof, if a consent in writing, setting forth the action so taken, is signed by a majority of the members or Directors entitled to vote.

Section 6. QUORUM. A quorum for the transacting of business is defined as follows:

- (a) At any meeting of members, a quorum shall be not less than twenty-five percent (25%) of the voting members in good standing.
- (b) At any meeting of the Board of Directors, a quorum shall be not less than half of the Board of Directors. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 7. NO PROXIES. There shall be no proxy voting of Grandin Lake Shores Association members, or Directors.

Section 8. VOTING BY MAIL. The election of Directors may be conducted by mail in such manner, as the Board of Directors shall determine.

**Appendix, D, 1,2,3,4**

#### ARTICLE IV Board of Directors

Section 1. GENERAL POWERS. The business of the Corporation shall be managed by its Board of Directors. Specifically, the Board of Directors shall be responsible for determining necessary maintenance, enforcement of the covenants and restrictions, rules and regulations, and presenting a budget to the membership.

Section 2. NUMBER, TENURE AND QUALIFICATIONS. The Corporation shall have nine (9) Directors. Each Director shall hold office for three (3) years unless he shall have resigned, or been removed from office by two-thirds vote of the Board of Directors or until his successor shall have been qualified and elected. No more than two members of immediate family shall serve on the Board of Directors at the same time. This means Husband, Wife, Father, Mother, Son, Daughter, Brother-in-laws, Sister -in-laws, Uncle, Aunt, Cousin, Grand Parents, Grand Children, Step Parents, Step Children.

**Appendix, E, 1, 2**

Section 3. REGULAR MEETINGS. The Board of Directors shall hold a monthly Meeting at the same place as, the annual meeting. The Grandin Lake Shores Community Hall is that place, unless it is necessary to relocate, at which time the Board of Directors will provide by resolution that place. The Board of Directors may provide by resolution the time and place for the holding of other meetings of the Board without additional notice,

Section 4. The Board of Directors has selected the place, time, and how the Corporation record will be made available for inspections. The Corporation Records shall be available for inspection not to exceed two hours, at the conclusion of the annual meeting/luncheon, election of officers for the following year.

Section 5. VACANCIES. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the number of Directors may be filled by vote of a majority of the remaining Directors, though less than a quorum. A director elected to fill a vacancy is for the unexpired portion of his predecessor's term of office.

Section 6. COMPENSATION. Directors shall not receive any salaries for their services, but the Board of Directors shall have authority by resolution to provide for compensation for any expenses incurred by any director for attendance at any special meeting of the Board. A Board Member shall be reimbursed for out of pocket expenses, if the expenditure was pre-approved by the Board of Directors. This shall not be construed as precluding any director from serving the Corporation on any other capacity and receiving compensation thereof.

Section 7. EXECUTIVE COMMITTEE. The Board of Directors may appoint an Executive Committee of not less than three (3) Directors of the Board to serve until each annual meeting. This committee shall have the specific function of reviewing applications for membership and enforcement of all covenants, restrictions, rules, regulations of the Corporation. The Corporation shall levy fines or otherwise penalize members of the corporation. No fine or penalty shall be levied until after the Corporation has provided notice thereof to the members concerned and afforded the member an opportunity to be heard on the matter before the Fine Group. The Executive Committee may meet at any time or place agreed to by a majority of members of the executive committee. The Executive Committee has the right to hold closed sessions to conduct investigations and handle necessary business. The Fine Group is to be made up of three members of the Grandin Lake Shores Association Members. These members should be in good standing and not related to any member of the Board of Directors or employees of the Association. The fine group shall be appointed by a majority vote of the Board of Directors. Term limits for members of fine group shall be 3 years.

Section 8. NOMINATING COMMITTEE. The Board of Directors or President may appoint a nominating committee of at least three (3) members of the Corporation. This committee shall solicit eligible persons to serve as candidates for office on the Board. It shall also prepare and supervise the mailing of voting instructions with ballots to each voting member and any other related duties as determined by the Board of Directors.

#### **Appendix F**

Section 9. OTHER COMMITTEES. The Board of Directors or President may designate additional committees for other purposes from time to time.

### ARTICLE V Officers

#### Section 1.

(a) The officers of the Corporation shall consist of a President, Vice President(s), a Secretary, a Treasurer (Accountant), and such other officers as may be determined by the Board of Directors.

(b) The office of Secretary and the office of Treasurer shall not be held by a director.

Section 2. ELECTION, QUALIFICATION AND TERM OF OFFICE. The Officers of the Corporation shall be elected at the annual meeting by the Board of Directors, or by mail as provided in Article III, Section 8. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. REMOVAL. Any officer may be removed by a two-thirds (2/3) vote of the Board of Directors. Three consecutive absences from regular meetings will call for an investigation by a committee of three (3) appointed by the president. Results of the investigation need to be brought back to the Board for a final decision. A "make-up" for any regular Board meeting absence may be earned if the Board member, within 14 days before or after the absence, completes any of the following:

(a) Attend a meeting of a committee to which the member is assigned

(b) Attend and participate in a service project to benefit the association that is authorized by the Board

(c) Attend and participate in a community event that is authorized by the Board

Section 4. VACANCIES. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term. The Board of Directors may elect to fill a vacancy or leave it empty for a time.

Section 5. DUTIES. The Officers of the Corporation shall have the following duties:

(a) The President shall be the Chief Executive Officer of the Corporation and shall generally manage the business and affairs of the Corporation. He shall preside at all meetings of the members and of the Board of Directors.

(b) The Vice President(s) shall perform the duties of the President in the absence of the President or in the event of his inability or refusal to act, and when so acting, shall have all powers of the President.

(c) The Secretary shall record the minutes of all meetings of the members or of the Board of Directors, discharge all notice requirements of the Corporation and secure custody of all Corporation documents and records except the financial records.

(d) The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements, and render accounts thereof at any meeting of the members or of the Board of Directors.

(e) All Officers shall perform such other duties as may be assigned by the Board of Directors from time to time.

**Appendix, G, 1-11**

ARTICLE VI  
Documents

A majority of the Board of Directors shall authorize any two (2) Officers or Directors of the Corporation to execute and deliver any instrument and to enter into any contract on behalf of the Corporation.

ARTICLE VII  
Annual Charges

Section I. DATE DUE. The annual charge to each Corporation property owner, a maintenance fee of \$50.00 per lot, shall be paid no later than *January 1st* of each year. Annual mailing of statements shall begin in October. This change is defined in the documents defined in ARTICLE II, Section 3 reference paragraph 19.

**Appendix, H**

Section 2. ENFORCEMENT. After a determination by the Executive Committee that any member is in arrears in the annual Maintenance Fee, The Board of Directors shall take any appropriate action deemed necessary, including any action at law or in equity, to secure payment, Reasonable attorney's fees incurred by the Corporation of secure payments. Any member in arrears shall be liable for all costs including, late fees incurred as of the second day of March, if unpaid. Assessments are for the year, unless a special assessment is needed and approved by the board or Directors. We have a published enforcement policy, but the association also works with individuals on a case-by-case basis. Only the Board of Directors can make any changes in the case-by-case basis.

**Appendix, I**

Section 3. Payment of annual fee is transferable to a subsequent owner. The owner of the real estate on January 1 is liable for this charge. When the buyer purchases the property and the annual assessment has not been paid, the buyer thereby assumes this liability.

ARTICLE VIII  
Amendments to By-laws

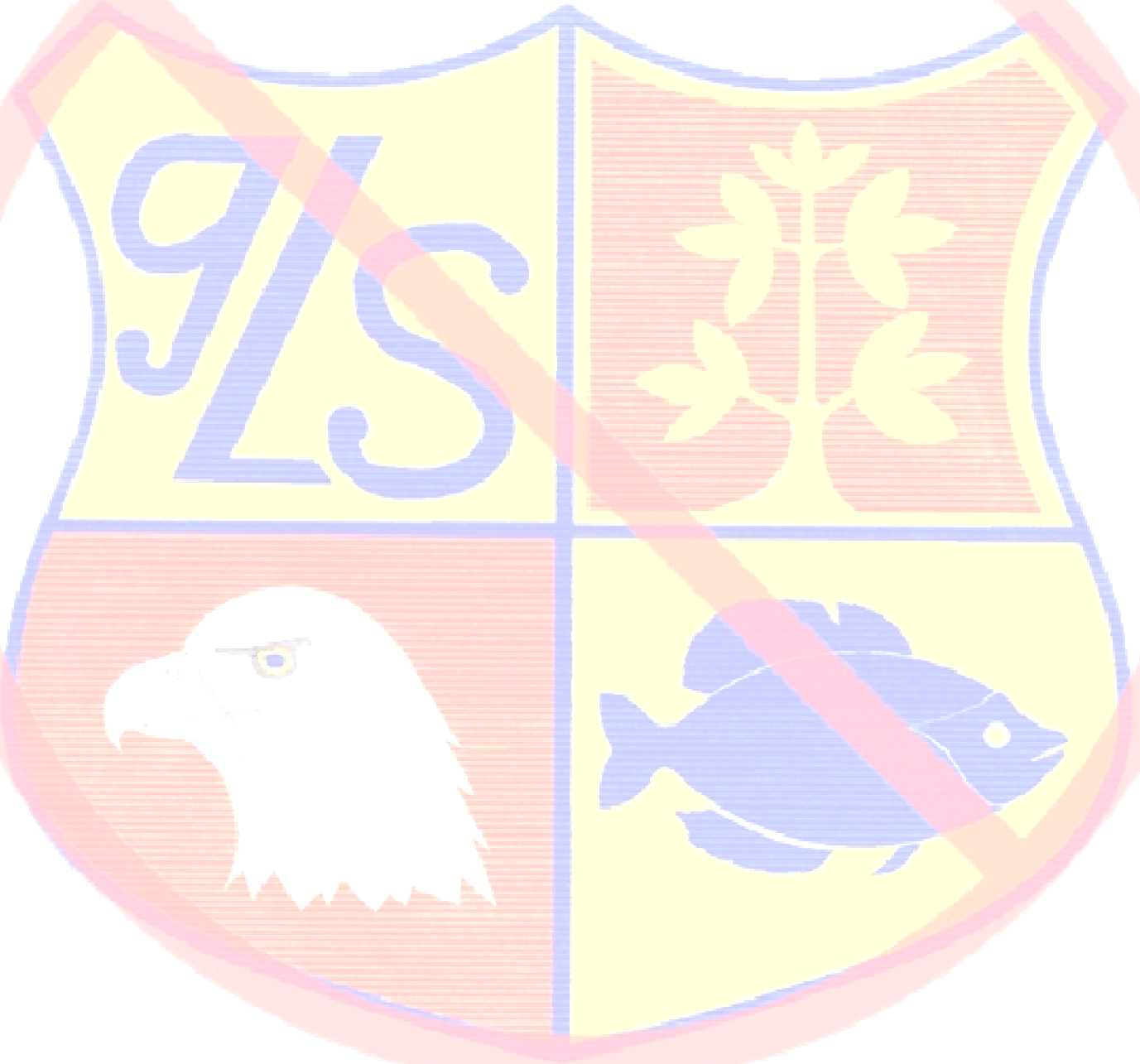
These by-laws may be repealed or amended after two consecutive meetings, provided at least 10 days prior to the second reading notice of the proposed changes is given to each Board member

and each member of the Association. A member does not have authority to act for the Association by virtue of being a member.

ARTICLE IX  
Parliamentary Procedure

Robert's Rules of Order is hereby incorporated by reference and shall govern the conduct of parliamentary procedures at all meeting of the Board of Directors.

**Addendum**





Home Business Regulation

A property owner, association member/Renter permanently residing in a dwelling may maintain a home business provided:

- The property owner, association member/renter may conduct, and handle matters relating to such home businesses only by phone or correspondence.
- Provided that such uses are incidental to the residential use, do not involve physical alteration of the dwelling visibility from the exteriors.
- The home businesses are in accordance with all Governmental Laws, Ordinances and Regulations.
- The home businesses do not involve any visible business activity, or vehicular traffic to and from the lots by vendors, customers or employees.
- The home businesses doesn't incur on the home community atmosphere of Grandin Lake Shores.

**Appendix, A, 2,**

Yard Sign and Flag Displays

In an effort to apply a clear and common-sense approach to the Grandin Lake Shores Association By-Laws regarding the ban of signs on lots, a homeowner may generally be permitted to display the following signs: home security, for sale/ rent, yard sale, holiday, and all election signs. Property owners for the usage and removal of campaign advertisements shall adhere to Florida State Statute Section 106.1435.

Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable removal official flag and no larger than 4 ½ feet by 6ft. which represents United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, in respectful manner.

Any homeowner may erect a freestanding flagpole no more than 20ft high, on any portion of the homeowners' real property. The flagpole must not obstruct the sight lines at intersections and not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any Covenants, Restrictions, By-Laws, of the association. One United States flag, not larger than 41/2 feet by 6 feet, and may additionally display one official flag of the State of Florida, or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or POW-MIA flag. Such flags must be equal in size or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning, setbacks, and other applicable governmental regulations including, but not limited to, noise, and light ordinances in the State of Florida and Putnam County codes.

The Board does reserve the right to limit the number of signs on any one lot and request the removal of any sign posted on any lot that is deemed by a majority of the Grandin Lake Shores Association Board to be offensive.



Regulations for Golf Cart Community

1. Golf carts shall be defined as in Florida State Statute 320.01 as a "Motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that are not capable of exceeding 25mph". Golf carts shall furthermore be restricted in Grandin Lake Shores for having no modifications to the drive train or motor.
2. Any golf carts used in Grandin Lake Shores must be registered with the Board of Directors of Grandin Lake Shores Association and receive a written registration and decal, which is to be placed on the right rear fender of the golf cart. This decal needs to be visible at all times and can be verified by any official agent. Registrations may be obtained by contacting the Board of Directors of Grandin Lake Shores Association.
3. A one-time \$40.00 registration fee must be paid by the owner to cover decal cost and any ongoing registration and administrative costs. Any additional future administrative costs encountered and determined by the Association's Board of Directors to be related to authorized golf cart operation will be borne equally by all registered golf cart owners. The Registration, Re-registrations, and inspections will be held in January each year. The Board of Directors will determine dates, times and location.
4. At the time of registration, the owner must provide a certificate of insurance establishing that the operation of the golf cart is covered by a liability insurance policy. This should provide coverage for liability, Property Damages, Comprehensive Coverage and damages to your own golf cart. The owner agrees to maintain the coverage as long as the golf cart is operated in the Grandin Lake Shores Community. Generally, homeowner policies do not cover operations of golf carts for other than for golfing activities.
5. Existing golf carts must register within 30 days of the date of this approved by-law. All other carts must register within 30 days of obtaining the cart.
6. The following streets are hereby adopted and established as collectors of Golf Cart Traffic in the Grandin Lake Shores Community. These streets/roads have been designated by the Putnam County Commissioners on 09/14/2010. These are the only streets/roads authorized for golf cart traffic.  
  
They are: Mahan Road, Lake Shore Terrace, Holiday Drive, Hickory Road, Neil Road, Booth Road, Rollins Road, Miller Road, Dogwood Road, Forest Road, and Magnolia Road.
7. All passengers must be properly seated while cart is in motion and may not be transported in a negligent manner or inconsistent with the cart manufacturer's recommendations. The number of passengers shall not exceed the seating capacity of the cart. including the driver.
8. All golf carts must be equipped with sufficient brakes, reliable steering, safe tires, a rear-view mirror, red reflectorized warning devices, and /or red reflector tape on both the front and rear at all times while operated on the streets.
9. No golf cart shall be operated on any roadway by persons under 14 years of age and there must be someone in the golf cart who is licensed to drive by the Department of Motor Vehicles, if in fact the driver is not.
10. Operators of golf carts shall yield the right of way to operators of any other licensed vehicles or motorcycles that approach from any direction. by pulling off the road as

necessary.

11. The golf cart may be driven only between dawn and dusk unless equipped with headlights, and brake lights, in operating condition.
12. Everyone who operates or rides in golf carts on the streets in Grandin Lake Shores Association Community does so at their own risk. Putnam County is permitting Carts; the Association assumes no liability for carts to be operated on the community streets/roads.
13. Any violation of this by-law should be reported to the Association Board of Directors in writing. The complaint should have as much identifying information as possible: the party involved, the cart, date, time, location of incident, and violation.
14. All reported violations would be reviewed by the Executive Committee to determine if the reports of a violation are valid and bring that information before the Board of Directors before any actions are taken.
15. Any Act constituting a violation of this By-Law may result in a fine of \$25.00 for the First offense and \$50.00 for the second. A third violation may result in a \$100.00 fine. In addition, revocation of registration allowing operation of the cart in the Association Community.

#### **Appendix, A, 4**

##### Disclosure Prior To Sale of Grandin Lake Shore Owners Property

1. Each property owner in the Association shall disclose to a prospective purchaser that Association membership is required, assessments, Covenants and By-laws governing the Association.
2. There are recorded restricted Covenants governing the use and occupancy of properties in the Grandin Lake Shores Association.
3. Owners will be obligated to pay an assessment to the Association. Assessments may be periodically changed. The current amount of assessment is \$50.00 per year.
4. Owners will also be obligated to pay any special assessments imposed by the Association, if needed.
5. Owners failure to pay assessments or special assessments levied by the Association could result in a lien and foreclosure on your property.
6. The Association has the right to amend the restrictive covenants with the approval of a majority of Association members.
7. The owners of property in Grandin Lake Shores should work with realtors who are contracted to sell their property by furnishing them with a copy of By-Laws, and recorded covenants of the Association.

RULES FOR HALL USE

1. 48 Hours advance notice will be needed before a member may be able to have use of the community Hall.

When making a request to reserve the community hall you will be requested to fill out the “Agreement to Hall Use”, then you will be required to make a \$50.00 cash clean-up deposit and asked for a \$50.00 donation. Refunds will only be made 48 hours before the day of the reserving the community hall

2. Members using the community Hall must be present at all times while using the hall.
3. GLSA prohibits the use of our properties for commercial reasons. We are a non profit organization.
4. No smoking allowed inside the community hall.
5. Members using shall cleanup and report any damages to the Director who allowed use of the hall. The member using the hall will be responsible for all damages.
6. Members using the hall will remove all trash from GLSA properties after the use of the hall.
7. Members using hall will be conscientious of the noise level so as to not impede residence near the hall, and will vacate and secure the hall so it can be inspected by 11:00 P.M. Except for New Years Eve parties.
8. Failure to abide by the rules may result in the loss of the right to secure the hall for future use.
10. Members using the hall will return the furniture to the position noted in the picture posted on the west wall of the hall near the GLSA Coat of Arms.
11. Members using the hall will leave the GLSA property, interior, and restrooms as well as exterior area in as good as or better shape than found, or will lose their deposit.
12. No tape to be used on the tables or fans.



**Appendix, B, 2**

Agreement for the use of the GLSA Community Hall

Grandin Lake Shores Association, Inc.  
P.O. BOX 369  
Interlachen, Florida 32148-0369

Name \_\_\_\_\_

Street address \_\_\_\_\_

Contact telephone \_\_\_\_\_ Cell phone number \_\_\_\_\_

Date of proposed use: \_\_\_\_\_ from \_\_\_\_\_ AM/ PM Until \_\_\_\_\_ AM/ PM

ALL HALL USE, UNLESS IT IS A GLSA SPONSORED EVENT, MUST CEASE AND THE BUILDING AND PROPERTY VACATED AND SECURED FOR INSPECTION BY 11:00 P.M. Except for New Years Eve parties.

I am a member in good standing of GLSA and 18 years of age or older.

Reason for proposed use: \_\_\_\_\_

I acknowledge the responsibilities that go with the use of the GLSA Community Hall. I will be conscientious of the noise level so as not to disturb those residing near the hall. I will leave the GLSA property, interior, restrooms and associated areas in as good as or better condition than I found them. Unless prior arrangements are noted below, I will return the furniture to the position noted in the picture posted on the west wall of the association near the GLSA Coat of Arms, and I will notify the issuing board member of any problems that may arise during my use of the property. After cleaning up, I will assist with turning off lights and fans. I will remove all trash from the property. [ I will notify the Director that have scheduled me for the use of the hall so that the property can be inspected and finding that all stated above areas are cleaned the cleaning deposit will be returned. If I do not abide by the above rules, I realize I may lose my right to secure the future use of the hall. I will be responsible for all damages.

Grandin Lake Shores Association, a nonprofit organization, prohibits the use of our property for commercial reasons. GLSA and its board are not responsible for any items lost/stolen or personal injury to anyone using GLSA facilities and properties. I understand that during the use of this property I am to be present at all times and I am solely responsible for the demeanor and actions of my guests.

A \$50.00 cash cleaning deposit will be required.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Member Signature \_\_\_\_\_ Date \_\_\_\_\_

## Appendix, C, 1

### Executive Committee violation reporting/handling

The primary objectives for the Executive Committee are the enforcement of all Covenants and By-Laws.

Our policy is;

- a. Written or verbal complaint received.
- b. Investigations done by Executive Committee
- c. Written response to complainant.

If violation exist;

1. Informal notice (written or verbal) 30 days to comply.
2. Formal notice (written sent via first class mail) 15 days to comply.
3. Hearing (sent via certified mail) before the committee, 30 days notice.
4. Hearing held right to face the accuser, submit mitigating circumstances.
5. Result of the hearing- sent within 7 days via certified mail.

The Fine Group (a part of the Executive Committee) will hear appeals. The President appoints the Fine Group, three members IN GOOD STANDING of the Association who are NOT related to any of the Board Members and Not on the Board.

1. Request for appeal is reviewed by Fine Group and a decision sent to the Hoard.
2. Fine Group to see if violation exists.
3. Notice of Hearing before the board (written via certified mail) within 30 days
4. Hearing held right to face accusers, submit mitigating circumstances etc.
5. Results of Hearing sent within 7 days via certified mail.

Options Available;

1. Impose a fine
2. Suspend voting rights.
3. Suspend privileges to amenities.

Other than alleged covenant violations or alleged violations of the design restrictions (executive) of guidelines, disputes between owners regarding activities within private lots or residencies, the Association will generally not become involved in dispute or act on a complaint unless two or more persons have complained in writing,

**Appendix, C, 2.**

EXECUTIVE COMMITTEE'S GUIDELINE VIOLATION CHECKLIST

Violation: \_\_\_\_\_ LOT: \_\_\_\_\_

Address: \_\_\_\_\_

Date Written Complaint Received: \_\_\_ / \_\_\_ / \_\_\_ Complaint made by:

\_\_\_\_\_

Date Site Visit Made: \_\_\_ / \_\_\_ / \_\_\_ By: \_\_\_\_\_

Findings: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Resolved \_\_\_ / \_\_\_ / \_\_\_

**IF COMPLAINT IS VALID - INFORMAL REQUEST**

Date of Informal Compliance Request: \_\_\_ / \_\_\_ / \_\_\_ in Person \_\_\_\_\_ or by letter

Results: \_\_\_\_\_

\_\_\_\_\_

**DAYS AFTER INFORMAL REQUEST - FORMAL REQUEST (30 DAY NOTICE)**

Date Site Visit Made: \_\_\_ / \_\_\_ / \_\_\_ By: \_\_\_\_\_

Date Formal Written Statement Sent: \_\_\_ / \_\_\_ / \_\_\_ via: \_\_\_\_\_

Date Response Received \_\_\_ / \_\_\_ / \_\_\_

**30 DAYS AFTER FORMAL REQUEST - CERTIFIED LETTER GIVING 2 WEEKS**

Date Site Visit Made: \_\_\_ / \_\_\_ / \_\_\_ Ry: \_\_\_\_\_

Date 15-day letter sent via Certified Mail: \_\_\_ / \_\_\_ / \_\_\_

Date Written Response Received \_\_\_ / \_\_\_ / \_\_\_

**15 DAYS AFTER 2nd NOTICE - NOTICE OF HEARING**

Date Site Visit Made: \_\_\_ / \_\_\_ / \_\_\_ By: \_\_\_\_\_

(ATTACH HEARING CHECK-OFF LIST TO THIS PAGE)



Fine Schedule

1. Warning letters with reasonable cure or date and the rights to contest with a hearing.
2. \$25.00 fine. ---General violations.
3. \$50.00 fine. ---More serious violations. Repeated violations
4. \$ 100.00 fine. ---Willful serious violations. Covenant and By-laws,

All buildings to be erected or placed upon said premises shall be subject to prior approval of the grant or its assigns, specifically the Board of Directors. All exteriors must be stained or painted two coats of paint. No boat docks or floats or other structures extending into the lake shall be constructed and placed into or on the said lakes without written approval of Grandin Development Corporation or its assigns, specifically the Board of Directors. If no plans are submitted for approval before the work is started, a fine can be imposed. The Executive Committee and Fine Group will investigate and report to the Board.

All violations can reach a maximum of \$1,000.00 per. Violation as allowed by law.

The payment of all legal fees and costs incurred by the Association to enforce violations or collect fines shall be the responsibility of the property owner.

**Appendix D, I**

Voting by Mail

The election of Directors shall be conducted by mail with a secret ballot at the direction of the Board of Directors. If mailed, such ballots shall be deemed delivered when deposited in the mail, postage paid, to the association member at his or her address as it appears on the Corporation's records.

The ballots shall be prepared by a committee of no less than four association members or Board of Directors, appointed by the President. The ballots shall be embossed with the Official Corporation stamp to protect the integrity of said ballots. The ballots shall then be presented to the full Board of Directors for final approval before use in the voting process.

The Association shall adopt the use of a three envelope voting system consisting of the original mailing envelope, and unmarked inner ballot return envelope and an outer identifying ballot return envelope.

The outer, identifying ballot return envelope shall bear the name(s) of the property owner(s) in good standing, the lots or parcel number(s) owned, the date and signature of the property owner casting that ballot. The inner ballot return envelope shall remain blank. The ballot and the two ballot envelopes shall be placed in the mailing envelope and mailed to the property owner in good standing.

The voting property owner shall cast his or her ballot, then place the ballot into the unmarked ballot return envelope and seal. The sealed blank envelope containing the cast

ballot shall then be placed into the outer, identifying return envelope, which is sealed and mailed back to the Association.

The Association shall follow the same system for any modification of Restrictive Covenants.

## Appendix, D, 2

### Procedure for vote counting

1. All ballots will be picked up at post office by the Treasurer (accountant) and held until the appointed day and time selected for votes to be counted.
2. The President and/or the Vice President will attend the counting of votes at the prescribed date and time.
3. The Nominating Committee Chairperson and Neighborhood Watch Person acting Deputy shall have selected at least three Association Members in good standing to open and review the ballots and record the findings.
4. If more than one ballot was returned for a lot or parcels, the ballots for those lots or parcels shall be disqualified. If disqualified, a list of owners and those lots and parcels of ballots, which were received, shall be listed. Any vote by ballot received after the closing of the balloting may not be considered.
5. If the eligibility of the member to vote is established and no other ballot has been submitted for that lot or parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, and placed into a stack.
6. The blank envelopes will be divided into three stacks. The counters will open the blank envelopes. Counters shall verify that each envelope contains only one ballot, and that said ballot bears the embossed stamp of the Corporation. The ballots are given to the Nominating Committee Chairperson and Deputy. The blank envelopes will go to the Deputy.
7. The Nominating Committee Chairperson and the Deputy would declare the results of each ballot; reading aloud and displaying each ballot that is marked. The three selected counters will record readings of the ballots for the count. Counters will determine if there is a need for recounting.
8. If in the event that counts are not the same, the Deputy will read aloud the results again. The Nominating Committee Chairperson and Neighborhood Watch Person will certify the ballot count by filling out the form Certification of Ballot Count for the election of the Board or the item of the votes. The counters and Deputy along with the Nominating Committee Chairperson shall sign the vote count.
9. The ballots and envelopes will be collected by the President or the Vice President and secured by the Secretary in storage. The ballots and envelopes will be kept for two years in accordance with Florida State Statutes.

CERTIFICATION OF BALLOT COUNT FOR ELECTION OF THE BOARD

The below listed persons served as official "counter" for the votes regarding the election for Board of Directors of Grandin Lake Shores Association, Inc., and hereby certify as follows:

1. The basis for determining invalid ballots included:
  - (a) insufficient or illegible information to extent that it was not possible to determine voter's identity or the voter's intent as to which candidate they were voting for;
  - (b) Duplicate votes from the same lots or parcels for the same candidate (in which case, only one ballot was counted):
  - (c) Conflicting votes from the same lots or parcels (in which case none of the ballots were counted):
2. Any invalid ballots were not included in the tabulation of the votes
3. The votes were counted and verified in order to confirm the results
4. The following were the results of the voting:

| Name of Candidate | Number of Votes | Name of Candidate | Number of Votes |
|-------------------|-----------------|-------------------|-----------------|
| _____             | _____           | _____             | _____           |
| _____             | _____           | _____             | _____           |

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Signature NHW person

\_\_\_\_\_  
Signature DEPUTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



## Appendix, D, 4

### Majority voting results explained

- a. Affirmation votes of a majority of members or Board represented at voting or a Board of Directors meeting is in one such a quorum has been established.
- b. Example of a majority results. That means an association of 100 members at least 51 must vote in the affirmative for the article to pass.
- c. If the yes votes are more than half of the total voters returned ballots, the measure passes.
- d. If the no votes are more than half of the total voters returned ballot the measure has failed to pass.
- e. It would be nice if 100 % of property owners would return ballots, but we know that is not going to happen, so the number of ballots returned correctly and in the specified manner are the only ballots to be counted. Approval requirements are not affected by abstentions.

### Appendix, E, 1

### Board of Directors Qualifications

1. Association Board Members should possess a high school diploma or equivalent or have a life long living experience that would assist in the decision making procedures.
2. Association Board Members must have adequate interpersonal skills, to facilitate effective communications, between fellow board members, officers of the corporation staff, rental tenants and vendors. That will create a positive environment and improve a harmonious participation in Association activities.
3. Every Association Board Member should have a general knowledge of accounting and bookkeeping procedures. The Board Members will work together to create budgets, using assessment fees, work with vendors that provide services to the Association, and set special fees for projects.
4. Association Board Members create and maintain By-Laws. They update articles of the Corporation and address annual reports, taxes, and property assessments issues.
5. A Board Member must have some understanding of the importance of managing the Governing Documents of the Association, state law, corporation charter, and Association Covenants and By-laws.

AGREEMENT TO SERVE ON THE BOARD OF DIRECTORS

I agree to serve on the board of directors for Grandin Lake Shores Association, Inc. and to be guided by the following principles:

1. To attend and participate in all meetings and communications to the best of my ability.
2. To respect *Robert's Rules of Order* at all meetings, refrain from speaking out of turn and to participate in a business-like manner.
3. To maintain confidentiality with respect to the board's executive session meetings with an attorney present including any related decisions or other communications.
4. To accept the board's decisions even if I disagree because I understand there may not always be unanimous support for every action taken by the board.
5. To promote the goals and interests of the Association in a constructive manner and not create unnecessary conflict among the homeowners.
6. To disclose any conflicts of interests to the board, not to vote on those matters, and to have the disclosure recorded on the meeting minutes.
7. To do my best to ensure that the Association's finances are well managed.
8. To uniformly enforce the covenants and the other governing documents.
9. To place the best interest of the Association above my Personal interests.

I swear I have not been convicted of any felony in this state or in a United States District or Territorial Court, and that I have not been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state. \*

I agree to resign from the Board if I find I can no longer abide by these terms and conditions.

Signed this Date \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

*\*In accordance with Florida Statutes, an individual is not eligible for board membership unless such felon's civil rights have been restored/or at least 5 years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a member of the board is ineligible for board membership.*

**APPENDIX, E3**

In conjunction with the agreement to serve with the board of directors, board members will now also be required, under Florida State Statutes, to have continuing education as board member and to sign a certification letter to be given to the association secretary. This letter indicates that the member has read and understands the declaration of Covenants, Articles of Incorporation, By-Laws and all current written rules and policies of GLSA.

I will work to uphold such documents and policies to the best of my ability. I will faithfully discharge my fiduciary responsibility to GLSA members. I understand that the association shall retain this written certification or educational certificate of five years after the directors' election.

**APPENDIX, E4**

**Certification of Directors of Grandin Lake Shores Association, Inc.**

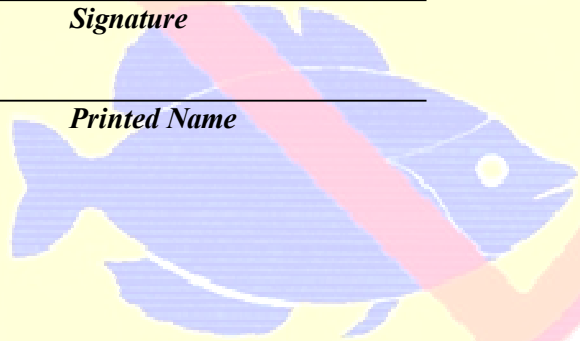
The undersigned as a director of Grandin Lake Shores Association Inc. (GLSA). Hereby certify the following to the secretary of GLSA:

1. I have read the declaration of Covenants, bylaws, Articles of Incorporation and all current written rules and policies to GLSA.
2. I will work to uphold such documents and policies to the best of my ability.
3. I will faithfully discharge my fiduciary responsibilities to GLSA members.

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*



Guidelines for the Nominating Committee

1. The President or the Board of Directors shall appoint a Nominating Committee for the election each year.
2. The Committee shall consist of a chairperson and two or more members of the Association who are members in good standing, and shall not be members of the Board, nor shall be candidates in the upcoming election.
3. The Committee shall serve until the close of the annual meeting.
4. The Committee shall nominate at least one nominee for each vacancy to be filled.
5. The chairperson of the Nominating Committee may schedule meetings as he or she determines necessary to meet their obligation to finding potential applicants for the Board. The meetings are to review information obtained to present the best candidates.
6. Candidates running for the Board of Directors shall submit a resume to the Nominating Committee to be considered for placement on the ballot. The candidate will also submit a statement including any information the candidate wishes to share with the Association relevant to the Candidate's qualifications to serve as a director. That statement must not exceed 50 words.
7. The Committee will not accept late submissions. The Committee shall set the time limitation for accepting statements.
8. The Nominating Committee shall make nominations from among the applicants who are members of the Association.
9. The Nomination Committee shall not discriminate against any applicant based on race, religion, sex, national origin, disability, military status, marital status, sexual orientation or any other factor prohibited by law.

**APPENDIX, H**

Notice for Maintenance Fees

Statement mailings:

1. The first statement notices of maintenance fees shall be mailed October for the upcoming year.
2. The second statement of notice of maintenance fees shall be mailed March, and include an additional service charge of \$25.00 to cover documents and mailings. This notice would advise that the rights and privileges of property owners are suspended, as of April 1<sup>st</sup> and liens will be filed, and possible foreclosures. The Association shall seek reasonable attorney fees, plus court costs and interests allowed by law if fees are not paid.



3. Estoppel Certificates – Within 15 days after the date on which a request for an estoppel certificate is received from a parcel owner or mortgagee, or his or her designee, the association shall provide a certificate signed by an officer or authorized agent of the association stating all assessments and other moneys owed to the association by the parcel owner or mortgagee with respect to the parcel. The Association will charge a \$50.00 fee that is payable upon the preparation of the certificate. The amount of such fee must be stated on the certificate.

Any person other than a parcel owner who relies upon a certificate receives the benefits and protection thereof.

If the certificate is requested in conjunction with the sale or mortgage of a parcel but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the parcel owner, and the association may collect it from that owner in the same manner as an assessment as provided by this section.

## Appendix, I

### Collection Remedies

1. The Board has a fiduciary duty to pursue the collection of assessments and all liens from property owners.
2. The Board should not sit by and permit an Association property owner to fall a year or more behind payments before pursuing collections.
4. The Board will issuance a delinquent warning, utilizing laws of remedies, suspension of uses of amenities, and finally voting privileges.
5. These are just some of the remedies, which can be used by the Association.