



**BYLAWS  
OF  
THE PLANTATION AT LEESBURG  
HOMEOWNERS ASSOCIATION, INC.**



**SECOND AMENDED  
BYLAWS  
OF  
THE PLANTATION AT LEESBURG  
HOMEOWNERS ASSOCIATION, INC.  
(a non-profit Florida corporation)**

**ARTICLE I  
Identity**

The following Second Amended Bylaws shall govern the operation of THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC., (a nonprofit Florida corporation), (hereinafter the "Association") and these Second Amended Bylaws shall replace any and all other Bylaws of the Association which shall be of no further force and effect.

The Association is an incorporated non-profit corporation, organized and existing pursuant to Chapter 617 Florida Statutes.

**Section 1. Principal Office.** The office of the Association shall be at 25200 Highway 27 South, Leesburg, Florida 32748 or at such other place as may be subsequently designated by the Board of Directors of the Association.

**Section 2. Seal.** The seal of the Association will bear the name of the Association, the word "Florida," the words "not for profit," and the year of incorporation, an impression of which is as follows:

**ARTICLE II  
Purposes and Powers**

The purposes and powers of the Association are set forth in the Articles of Incorporation. A certain Declaration of Covenants and Restrictions known as the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for THE PLANTATION AT LEESBURG have been recorded in Official Records Book 1130, Page 0882 of the Public Records of Lake County, Florida ("Second Amended Restrictions") also hereinafter called the "Second Amended Restrictions," the "Restrictions" or the "Declaration" have been imposed upon certain lands located in Lake County, Florida, and the terms defined therein are incorporated herein by reference and made a part hereof. The Second Amended Restrictions have been further amended to provide that the "Declarant" is The Plantation at Leesburg Limited Partnership, a Georgia Limited Partnership which is the successor in interest to the H. Smith Richardson Testamentary Trust created under Article Seventh of the Will of H. Smith Richardson, deceased, dated July 29, 1969. Said Declaration, among other things, establishes and designates that said lands and other lands which may be amended as provided in the Declaration shall be known as "THE PLANTATION AT LEESBURG." This Association is organized for the general purpose of functioning as the homeowners association of THE PLANTATION AT LEESBURG, also known as the "Property," and serving as the instrumentality of the Owners in THE PLANTATION AT LEESBURG for the purposes of controlling and regulating the activities within the development and maintenance of THE PLANTATION AT LEESBURG.

**ARTICLE III**  
**Membership and Voting Provisions**

Section 1. Membership. The qualifications for membership are set forth in the Articles of Incorporation.

Section 2. Voting. The Association shall have two classes of voting membership, as follows:

CLASS A - Class A Members shall be all Members other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot or Parcel owned, provided, however, that when more than one person owns an interest in a Lot or Parcel, all of such persons shall be members, and collectively shall be entitled to one vote with respect to each Lot or Parcel owned by them, which vote shall be exercised as they among themselves determine. The Association may require that co-Owners of a Lot or Parcel designate the person who shall be authorized to exercise the vote for all co-Owners, which designation shall be in writing delivered to the Secretary/Treasurer of the Association. The vote of a Lot or Parcel shall not be divisible.

CLASS B - The Class B Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot or Parcel it owns, and one (1) vote for each single family unit approved for the Plantation at Leesburg in accordance with the Master Plan, which has not then been developed. Class B membership shall cease and be converted to Class A membership at Turnover, as defined in the Second Amended Restrictions, after which the Declarant shall be an Owner as said term is defined in the Second Amended Restrictions.

The Class B membership shall be terminated, and shall convert to Class A membership, at which time the Declarant shall turnover control of the Association to the other Owners, upon the earlier of the happening of the following events:

a) at Declarant's election; or

b) when Declarant has conveyed title in the ordinary course of its business (excluding sales of all or a portion of the Property or the Additional Property to successors other Developers) of ninety-five percent (95%) of the single family units approved for The Plantation at Leesburg, in accordance with the Master Plan, which it intends to subject to the control of the Association.

Section 3. Votes. A majority of the total votes cast at any valid meeting shall decide any question, unless these Bylaws or the Articles of Incorporation provide otherwise, in which event the voting percentages required in these Bylaws or the Articles of Incorporation shall control. (The term "majority" of the votes shall mean in excess of fifty (50%) of the total votes cast).

Section 4. Quorum. There shall be no quorum requirements for meetings of the membership.

Section 5. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote and shall be filed with the Secretary-Treasurer of the Association prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein.

## **ARTICLE IV**

### **Meetings of the Membership**

Section 1. Time. The annual Members' meeting shall be held at 3:00 p.m. on the first Tuesday of December of each year for the purpose of electing, Directors and transacting any other business authorized to be transacted by the Members. Special meetings shall be held on the date and the time stated in the notice thereof; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

Section 2. Place. All meetings of the membership shall be held at a location convenient to the Members at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting, stating the time and place thereof, to each Member at least five (5) days but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be served at the address of the Member as it appears on the books of the Association.

Section 4. Special Meetings. Special meetings of the Members for any purpose may be called by the president, and after Turnover must be called by the President at the request, in writing, of a majority of the Board of Directors, or at the request in writing of ten percent (10%) of all Members, which request shall state the purpose of the proposed meeting. Business transacted at all such meetings shall be confined to the subjects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Articles of Incorporation or these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if two-thirds (2/3) of all the Members who would have been entitled to vote upon the action if such meeting were held shall consent, a writing, to such action being taken; however, notice of such action shall be given to all Members.

Section 6. Proviso. Notwithstanding any of the provisions herein, until Turnover, as described in Article VI of the Declaration, and the retirement of Class B membership, there shall be no annual or Special meeting of the members of the Association, and, should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association and the Declarant. However, the Declarant may waive this proviso, in whole or in part, by consenting in writing to a meeting of the Membership for purposes set forth herein.

Section 7. First Meeting of Members. The first annual meeting shall be held the first Tuesday during the month after Turnover.

## **ARTICLE V**

### **Directors**

Section 1. Number, Term and Qualifications. Prior to the first meeting of the Members as set forth in ARTICLE IV, Section 7, the affairs of the Association shall be managed by a Board of Directors composed of three (3) persons who need not be Members of this Association. Thereafter, the affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons who must be Members of this Association. All officers of a Member which is a corporation shall be deemed to be Members of this Association so as to qualify as a Director herein. The term of each Director's service shall be one (1) year and shall extend until the next annual meeting of the Members or until his successor is duly elected and qualified, or until he is removed in the manner provided for below.

Section 2. Board of Directors. The Board of Directors of the Association, who shall hold office and s until the first meeting of the Members and until their successors have been elected and qualified, shall consist of the following:

Robert L. Coble  
25200 Highway 27  
Leesburg, Florida 34748

Earl H. Thiele  
25200 Highway 27  
Leesburg, Florida 34748

Robert S. Kellar, Jr.  
25200 Highway 27  
Leesburg, Florida 34748

Section 3. Removal of Directors. Directors may only be removed prior to the expiration of their term in the manner provided in the Articles of Incorporation.

Section 4. Vacancies on the Board of Directors. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors shall choose a a successors who shall hold office for the balance of the unexpired term. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary-Treasurer. Unless otherwise specified therein, such resignations shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at the first meeting of the membership, the transfer of title to the interest on which his membership is based by a Director shall automatically constitute resignation, effective when such resignation is accepted by the Board of Directors, unless the Director continues to own other property on which such membership is based. No Member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an Assessment, and said delinquency is confirmed by the Board of Directors.

Section 6. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice-President, or by a majority of the Members of the Board of Directors by

giving five (5) days' notice, in writing, to all of the Members of the Board of Directors of the time and place of said meeting. All notices of meetings shall state the purpose of the meeting.

Section 7. Directors Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a Majority of the Directors shall constitute a quorum for the transaction of business, and the Acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 9. Proviso. Notwithstanding any provisions contained herein, until Turnover, the Directors named in the Articles of Incorporation or their successors, as shall be designated by the Declarant need not be Members and may not be removed by the Members of the Association, but may be removed and replaced by Declarant.

Section 10. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are allowed by law, by the Articles of Incorporation, by these Bylaws, the Second Amended Restrictions, directed to be exercised and done by the Members. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Articles of Incorporation, in these Bylaws, in the Second Amended Restrictions and all powers incidental thereto.

(b) To levy and collect Annual Assessments, Special Assessments and Individual Assessments and use and expend the Assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss, and control the personnel necessary for the maintenance and preservation of THE PLANTATION AT LEESBURG, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Lots and Parcels and the Common Areas and the use and maintenance of any property Acquired by the Association.

(e) To contract for the management of the affairs of the Association and to delegate to any such contractor all of the powers and duties of the Association, except those which may be required to have the approval of the Board of Directors or membership of the Association.

(f) To designate one or more committees, which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association.

(g) To purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of the Common Areas.

(h) To insure and keep insured the land, buildings and improvements of the Common Areas.

(i) To pay bills for utilities serving the Common Areas.

(j) To improve the Common Areas subject to the limitations of the Second Amended Restrictions.

(k) To enforce by legal means the provisions of the Articles of Incorporation, these Bylaws, the Second Amended Restrictions and the Rules and Regulations promulgated by the Association.

(l) To collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Owners for violation of the provisions of the Second Amended Restrictions and related documents.

(m) To pay all takes and Assessments by government agencies levied against the Common Areas.

(n) To promote and assist adequate and maintenance of the Common Areas and the Lots, Parcels and Dwelling Units therein for the benefit of all Owners therein.

(o) To select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these Bylaws.

(p) To acquire real and personal property for the benefit and use of its Members and to dispose of said property in accordance with the Second Amended Restrictions.

(q) To prepare an annual operating budget sufficient to provide for all anticipated estimated Common Expenses of the Association.

## **ARTICLE VI**

### **Officers**

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, and Secretary-Treasurer, all of whom shall be elected by the Board of Directors. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board following the meeting of the Members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other Officers as the Board deems necessary.

Section 4. Term and Compensation. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected by the Board of Directors may be removed at any time with or without cause by the Board of Directors as provided in the Articles of Incorporation. If the office of any officer becomes vacant for any reason, the vacancy shall be



filled by the Board of Directors. No compensation will be paid to the Officers of the Association.

Section 5. The President The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. He shall have executive powers and general supervision over the affairs of the Association and other Officers. He shall sign all written contracts and perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary-Treasurer. The Secretary-Treasurer shall have the following duties and responsibilities:

(a) He shall issue notice of all Board of Directors' meetings and all meetings of the Members and shall attend and keep the minutes of same. He shall have charge of all of the Corporation's books, records and papers.

(b) He shall have custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(c) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(d) He shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(e) He shall give reports as to the status of Assessments to potential transferees on which reports the transferees may rely.

(f) If an Assistant Secretary-Treasurer is appointed he shall perform the duties of the Secretary-Treasurer in Secretary-Treasurer's absence.

Section 8. Office The Officers of the Corporation which shall serve pursuant to the By-Laws and until their successors are named, are as follows:

President: Earl H. Thiele  
25200 Highway 27  
Leesburg, Florida 34748

Vice-President: Robert L. Coble  
25200 Highway 27  
Leesburg, Florida 34748

Secretary-Treasurer: Robert S. Kellar, Jr.  
25200 Highway 27  
Leesburg, Florida 34748

## **ARTICLE VII**

### **Finances and Assessments**

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such Officer or Officers as may be designated by the Board of Directors.

Section 2. Fidelity Bonds. The Secretary-Treasurer and all Officers who are authorized to sign checks, all Officers and employees of the Association, and any contractor handling or responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bonds shall be in an amount as determined by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year. The Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

#### Section 4. Determination Of Assessments.

(a) Annual Assessments. The Board of Directors has the power to and shall fix and determine, from time to time, the sum or sums necessary and adequate for the Common Expenses of the Association.

The purposes and the basis of Annual Assessments are set forth in the Second Amended Restrictions.

Annual Assessments are necessarily made upon projections and estimates of the Board of Directors and may be in excess or less than the actual sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of Assessments and make such adjustments in cash otherwise they shall deem proper, including the Assessment of each Member for his pro-rata share of any deficits, subject to Declarant's exercise of its option to pay all or any portion of deficits, at its sole option, as provided in the Second Amended Restrictions. Notice of all changes in Assessments shall be given to all Members. When the Board of Directors has determined the amount of any Annual Assessment, the Secretary-Treasurer shall submit a statement of such Assessment to each Member. Such notice shall state the date when said Assessment is due, and thereafter said Assessment shall bear interest at the highest rate allowed by Florida law until paid. Annual Assessments shall be paid by the Members in advance on a monthly basis and shall be payable at the office of the Association, or as otherwise directed by the, Association.

(b) Special Assessments. The Board of Directors has the power to fix and determine Special Assessments from time to time.

The purposes and basis of Special Assessments are set forth in the Second Amended Restrictions.

Any Special Assessment must be approved by a majority vote of the Members who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent

to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Special Assessments shall be levied by the Board of Directors in the same manner as Annual Assessments and shall be due and collectible in such manner as the Board of Directors shall determine.

Special Assessments, when authorized and approved, may be made upon projections and estimates of the Board of Directors and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of Assessments and make such adjustment in cash or otherwise as they shall deem proper, including the Assessment of each Member for his pro-rata share of any deficits. Notice of all changes in Special Assessments shall be given to all Members. When the Board of Directors has determined the amount of any Special Assessment, the Secretary shall submit a statement of Special Assessment to each Member. Such notice shall state the date upon which the Assessment is due, and thereafter said Assessment shall bear interest at the highest rate allowed by Florida law until paid. Special Assessments shall be payable at the office of the Association.

(c) Individual Assessments. Pursuant to the Association's power and authority to enforce the Restrictions, for THE PLANTATION AT LEESBURG, the Board of Directors has the power to separately assess individual Members. The Secretary-Treasurer shall submit a Statement of such Assessment to the Member involved, and said Assessment shall be due and payable within thirty (30) days after receipt of the statement and thereafter shall bear interest at the highest rate allowed by Florida law. Individual Assessments are payable at the office of the Association.

(d) Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses, including a reasonable allowance for contingencies; betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional property that will be a Part of the Common Areas operations, the amount of which may be to provide working funds or to meet losses; and, at the option of the Board, reasonable reserves for the repair, replacement and maintenance of capital improvements not anticipated to be performed on an annual basis.

Section 5. Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors.

Section 6. Acceleration of Assessment Installments Upon Default. If a Member shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the Member, and thereupon the unpaid balance of the Assessment shall become due upon the date states in the notice.

Section 7. Lien. Each of the Lots and Parcels and the respective Dwelling Units constructed thereon within THE PLANTATION AT LEESBURG is automatically made subject to a lien and permanent charge in favor of the Association for Annual Assessments, Special Assessments and Individual Assessments. Any and all of the Assessments together with interest thereon, and reasonable attorney fees and costs incurred in the preparation and collection of such amounts, if any, shall constitute a permanent charge upon and a continuing lien on the property to which such Assessments relate and such permanent charge and lien shall bind such Lot or Parcel and Dwelling Unit in the hands of any and all persons.

In the event that any Assessment shall not have been paid within thirty (30) days of the due date, the Secretary-Treasurer of the Association shall send a delinquency notice by certified mail to the delinquent Member. In the event that any Assessment shall not have been paid within thirty (30) days of the receipt of said delinquency notice, the Secretary-Treasurer shall certify to the Board of Directors the name and address, as well as the amount in arrears, of the Member. The Board of Directors shall then cause to be prepared, for execution by the President of the Association, a Notice of Lien to be filed with the Clerk of the Circuit Court of Lake County, Florida. When necessary, on receipt of payment of a delinquent Assessment, a satisfaction of lien shall be executed by the president and recorded. In the event that any assessment continues to remain in default, the Association may pursue its remedies at law or in equity.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Mortgagee now or hereafter placed upon the properties subject to Assessment. In the event of foreclosure of said mortgage or mortgages, such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such property pursuant to the foreclosure of the mortgage. Such subordinated assessments shall be deemed to be a Common Expense and shall be assessed against all the owners, including the acquirer of title at such sale or transfer. Such sale or transfer shall not relieve such property from liability for any Assessment thereafter becoming due nor from the lien of any subsequent Assessment.

## **ARTICLE VIII**

### **Compliance and Default**

Section 1. Violations. In the event of a violation by a Member of any of the provisions of these Bylaws, the Articles of Incorporation, or the Second Amended Restrictions, the Association, by direction of its Board of Directors, may notify the Member by written notice of said breach, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, at its option, may have the following elections:

- (a) An action at law to recover damages on behalf of the Association or on behalf of the other Members, or
- (b) An action in equity to enforce performance on the part of the Member, or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as an Individual Assessment.

Section 2. Costs and Attorneys' Fees. In any proceedings arising because of an alleged violation by a Member, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court, including those on appeal.

Section 3. No Waiver of Rights. The failure of the Association to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

**ARTICLE IX**  
**Amendments to the Bylaws**

These Bylaws may be altered, amended or rescinded by the Board of Directors prior to the first annual meeting of the Members as provided in Article IV, Section 7. Subsequent to the first annual meeting of the Members as provided in Article IV, Section 7, the Bylaws may be altered, amended or added to at any duly called meeting of the Members, provided;

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) The amendment shall be approved by the affirmative vote of seventy-five percent (75%) the Members voting at such meeting.

Directors and Members not present in person at the meeting considering a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary-Treasurer of the Association at or prior to the meeting.

**ARTICLE X**  
**Notices**

Whenever notices are required to be sent to Members, such notices shall be sent to the addresses of the Lots or Parcels, unless the Member gives written notice, by registered mail, to the Secretary-Treasurer of the Association that notices are to be sent to some other address.

**ARTICLE XI**  
**Liability Survives Termination of Membership**

The termination of membership in the Association shall not relieve or release any former Member from any liability obligations incurred under or in any way connected to said membership or impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

**ARTICLE XII**  
**Parliamentary Rules**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

**ARTICLE XIII**  
**Rules and Regulations**

The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the use and maintenance of the Property in order to insure compliance with the Second Amended Restrictions or any rule or decision of the Association. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall be available upon request of any Member.

**ARTICLE XIV**  
**Conflicts**

If any irreconcilable conflict should arise or exist with respect to the interpretation of these Bylaws, the Articles of Incorporation or, the Second Amended Restrictions, the latter shall prevail.

APPROVED AND DECLARED AS THE BYLAWS OF THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC..

DATED this 30th day of July, 1992.  
THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC.  
By: Robert L. Coble (Original Signed)  
Robert L. Coble,  
Vice-President

(CORPORATE SEAL)

ATTEST:

Robert S. Kellar, Jr. (Original Signed)

Robert S. Kellar, Jr ,  
Secretary-Treasurer  
STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30th day of July, 1992 by Robert L. Coble, President and Robert S. Kellar, Jr., Secretary-Treasurer, respectively of THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC., on behalf of the Association, who is personally known to me or who has produced drivers license as identification and who did (did not) take an oath.

Alice J. Ellis (Original Signed)  
Signature

Alice J. Ellis  
Name (Printed, Typed, or Stamped)  
Notary Public  
Title

Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXP. MAY 4, 1996  
BONDEDTHRU GENERAL INS, UND.

(SEAL)

**AMENDMENT TO THE  
SECOND AMENDED BYLAWS**

**May 9, 2017**



INSTRUMENT #2017063948  
OR BK 4958 PG 127 - 129 (3 PGS)  
DATE: 6/14/2017 8:05:18 AM  
NEIL KELLY, CLERK OF THE CIRCUIT COURT  
LAKE COUNTY  
RECORDING FEES \$27.00

**Prepared by and Return to:**  
**Patryk Ozim, Esq.**  
**MARTELL & OZIM, P.A.**  
**37 N. Orange Ave, Suite 500**  
**Orlando, FL 32801**  
**(407) 377-0890**

**AMENDMENT TO THE SECOND AMENDED BYLAWS OF THE  
PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, that certain Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Plantation at Leesburg is recorded at Official Records Book 1130, Page 882, Public Records of Lake County, Florida (“Declaration”); and

WHEREAS, The Plantation of Leesburg Homeowners Association, Inc. (“Association”) was created to govern the property made subject to the Declaration, and certain bylaws were adopted for the Association and referenced as the Second Amended Bylaws of The Plantation at Leesburg Homeowners Association, Inc. (referred to as “Bylaws”); and

WHEREAS, pursuant to Article IX of the Bylaws, amendments to the Bylaws must be approved by the affirmative vote of seventy-five percent (75%) of the Members voting at such meeting; and

WHEREAS, the necessary vote was obtained to amend the Bylaws to adopt new election procedures.

**NOW, THEREFORE, pursuant to the amendment procedures set forth in said Bylaws, the following Amendment is hereby adopted:**

- 1. Article IV of the Bylaws is hereby amended to add a new Section 8 which shall read as follows:**

Section 8. Election of Members of the Board of Directors. The election of the Board of Directors shall take place at the annual Members’ meeting. Not less than sixty (60) days before the election, the Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. This notice may be published in a newsletter that is mailed or delivered to the membership. Any eligible Member desiring to be a candidate may qualify as such by submitting to the Association, by an established date which shall be not less than forty (40) days prior to the election, a Notice of Intent to Run. No nominations will be accepted after the established date, nor shall nominations be taken from the floor on the day of the election. Any candidate who submitted his name in a timely fashion must submit, along with the Notice of Intent to Run, a candidate information sheet to be mailed with the ballots to Members entitled to vote.



If the number of candidates exceed the number of Board of Directors to be elected, then at least fourteen (14) days prior to the election, the Association shall mail or deliver a second notice of election to all Members entitled to vote therein, together with an absentee ballot which shall list all qualified candidates. The Association shall include an information sheet no larger than 8-1/2 inches by 11 inches furnished by the candidates with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

In order to cast vote via absentee ballot, a Member must place his absentee ballot in an inner envelope with no identifying markings, and then the Member must mail or deliver the unmarked inner envelope to the Association in an outer envelope which bears the Member's name, Lot number and signature. If the eligibility of the Member to vote is confirmed, and no other ballot has been submitted for that Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed in a bin with other unopened, unmarked inner envelopes, and opened when the ballots are counted. If more than one ballot is submitted for a Lot, the ballots for the Lot shall be disqualified. Any ballot received after the closing of the balloting may not be considered.

There is no minimum requirement of votes required to be cast in order to hold an election. If an election takes place, Board of Directors shall be elected by a plurality of the votes cast in the election. In the election of the Board of Directors, each Lot may cast votes up to, but no more than, the number of Board of Directors to be elected, however, no Lot may cast more than one vote for any one candidate, it being the intent hereof that voting for the Board of Directors shall be non-cumulative. In case of a tie, the tied candidates may decide who shall serve on the Board of Directors among themselves, and if a decision cannot be reached, a run-off shall be held in sixty (60) days between the tied candidates. The seat on the Board of Directors shall remain vacant in case of a run-off until the day of the run-off.

The current Board of Directors shall appoint an election committee to open envelopes and count ballots in the presence of the membership. The committee shall consist of three (3) individuals, who need not be members of the Association.

**CERTIFICATE OF AMENDMENT**

I, GARY GRIECO, as President of The Plantation of Leesburg Homeowners Association, Inc., hereby certify that the necessary vote was obtained to amend the Bylaws by the affirmative vote of seventy-five percent (75%) of the Members voting at such meeting, at a duly noticed membership meeting held on MAY 4, 2017.

**The Plantation of Leesburg Homeowners Association, Inc.**

Witnesses:

[Signature]  
Witness Signature  
Print Name: Dennis A. Maser  
Date: 5/9/17

By: [Signature]  
GARY J. GRIECO President  
25201 U.S. Highway 27  
Leesburg, Florida 34748-9099  
Date: 5/3/17

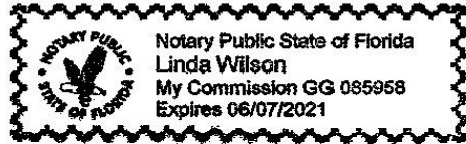
[Signature]  
Witness Signature  
Print Name: Linda Wilson  
Date: 5/9/17

**ATTEST:**  
By: [Signature]  
FERRY BERKOWITZ as Secretary  
25201 U.S. Highway 27  
Leesburg, Florida 34748  
Date: 5/9/17

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of MAY, 2017, by GARY GRIECO, as President of The Plantation of Leesburg Homeowners Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

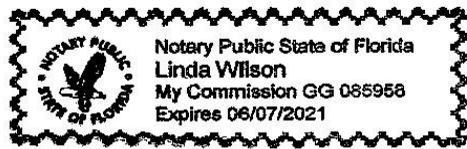
[Signature]  
Notary Signature  
Notary Stamp or Seal:



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of MAY, 2017, by F. Berkowitz as Secretary of The Plantation of Leesburg Homeowners Association, Inc. who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Notary Stamp or Seal:



INSTRUMENT #2017059668  
OR BK 4952 PG 1945 - 1959 (15 PGS)  
DATE: 6/2/2017 11:45:30 AM  
NEIL KELLY, CLERK OF THE CIRCUIT COURT  
LAKE COUNTY  
RECORDING FEES \$129.00

Prepared by and Return to:  
Patryk Ozim, Esq.  
MARTELL & OZIM, P.A.  
37 N. Orange Ave, Suite 500  
Orlando, FL 32801  
(407) 377-0890



**NOTICE OF RECORDING OF THE SECOND AMENDED BYLAWS OF THE PLANTATION AT LEESBURG HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, that certain Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Plantation at Leesburg is recorded at Official Records Book 1130, Page 882, Public Records of Lake County, Florida ("Declaration"); and


WHEREAS, Section 720.303, Florida Statutes, states that after October 1, 1995 an association must be incorporated and the initial governing documents must be recorded in the official records of the county in which the community is located; and


WHEREAS, pursuant to Section 720.303, Florida Statutes, the Board of Directors of The Plantation of Leesburg Homeowners Association, Inc. ("Association") wishes to record the Second Amended Bylaws of The Plantation at Leesburg Homeowners Association, Inc. in the official records of Lake County, Florida.

NOW, THEREFORE, THE PLANTATION OF LEESBURG HOMEOWNERS ASSOCIATION, INC., records the attached Bylaws as set forth as Exhibit "A" attached to this Notice of Recording.

WITNESSES:

The Plantation of Leesburg Homeowners Association, Inc.

  
\_\_\_\_\_  
Signature  
Print Name: Dennis A. MASCH  
Date: 5/9/17

By:   
\_\_\_\_\_  
GARY J. GRIECO President  
25201 U.S. Highway 27  
Leesburg, Florida 34748-9099  
Date: 5/9/17

STATE OF FLORIDA  
COUNTY OF LAKE

THE FOREGOING instrument was acknowledged before me this 9<sup>th</sup> day of MAY, 2017 by Gary Grieco, as President for The Plantation of Leesburg Homeowners Association, Inc. who is personally known to me.

  
\_\_\_\_\_  
Notary Signature

