

**BYLAWS  
OF  
FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION**

**ARTICLE I. - DEFINITIONS**

Section 1. “Association” shall mean and refer to Fairmont Village Property Owners Association, Inc., a Florida corporation, not for profit, its successors and assigns.

Section 2. “Common Area” shall refer to all real and/or personal property which the Association owns for the common use and enjoyment of the members of the Association, and all real or personal property within or in the vicinity of Fairmont Village, in which the Association has an interest for the common use and enjoyment of members of the Association, including, without limitation, a right of use (such as, but not limited to, easements for surface water collection and retention.)

Section 3. “Lot” shall mean and refer to any parcel of the property in Fairmont Village, together with any and all improvements, thereon, whether or not platted in the Public Records of Citrus County, Florida, on which a single family residence, or structure according to the terms of this Declaration, could be constructed whether or not one has been constructed.

Section 4. “Dwelling Unit” shall mean and refer to a Lot as defined herein with a building or portion thereof situated thereon designed and intended for use and occupancy as a residence by a single family susceptible to ownership in fee simple, as non-condominium, having a private outdoor living area and having party walls and being attached to similar family residences.

Section 5. “DAB” shall mean a Design Advisory Board for Fairmont Village, appointed in accordance with Article VI whose Duties shall be as set forth in Article VI.

Section 6. “Declaration” shall mean the Fourth Amended and Restated Covenants, Conditions and Restrictions for Fairmont Village.

Section 7. “Owner” shall mean and refer to the recorded owner, or the one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. “Member” shall mean and refer to every person or entity who is a record, fee simple owner of a lot, as long as it owns all or any part of the property which may become subject to the Declaration, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to any assessment.

Section 9. "Board" shall mean and refer to the Board of Directors of the Fairmont Village Property Owners Association, Inc.

Section 10. "Occupant" shall mean and refer to any person residing in a Dwelling Unit, whether an Owner or not.

Section 11. "Rules and Regulations" shall mean and refer to all rules and regulations duly adopted by the Board of Directors of the Fairmont Village Property Owners Association, Inc.

## ARTICLE II. - PROPERTY RIGHTS

"Owner" Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Dwelling Unit. See Article II Section 1 of the Covenants.

"Member" Members shall be all owners, as such term is defined in the Declaration, Article I, Section 8, and shall be entitled to one (1) vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one (1) vote be cast with respect to any lot.

## ARTICLE III. - ASSOCIATION

In order to provide for the efficient and effective administration of this declaration, a non-profit corporation known and designated as Fairmont Village Property Owners Association, Inc., was organized under the laws of the State of Florida and said corporation shall administer the operation and management of this development and undertake to perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of the declaration, its bylaws and rules and regulations promulgated by the Association from time to time. A copy of the Association Articles of Incorporation and Bylaws is filed at the Association office.

Applicability of Articles of Incorporation and Bylaws. By acceptance of a deed, each unit Owner agrees to be bound by the terms and conditions of the Articles of Incorporation of the Association, Bylaws of the Association and the requirement of this Declaration.

## ARTICLE IV. - MEMBERSHIP AND VOTING RIGHTS

Annual Meetings. Annual meetings of the members shall be held normally each November, and in no case shall more than thirteen (13) months pass between annual meetings.

Special Meetings. Special meetings of members may be called at any time by the President or by the Board of Directors, or on written request of one-quarter of the members.

Notice of Meetings. The Association shall give all parcel owners and members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with this 14 day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. Mailings shall be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members shall be thirty (30) percent of the total voting interests in person. Unless otherwise provided in the Articles of Incorporation or Declaration, decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a meeting at which a quorum has been attained. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and proxy of any owner shall automatically terminate on conveyance by him of his lot.

#### ARTICLE V. - COVENANT FOR MAINTENANCE ASSESSMENTS

Refer to Article V of the Covenants

#### VI. - ARCHITECTURAL CONTROL

Refer to Article VI of the Covenants

#### ARTICLE VII. - GENERAL RESTRICTIONS

Refer to Article VII of the Covenants

#### ARTICLE VIII. - BOARD OF DIRECTORS

##### Section 1. Term of Office

- a. Number. The affairs of the Association shall be managed by a board of five (5) directors, all of whom shall be members of the Association. Officers will be President, Vice President, Secretary, Treasurer, and Member at Large.

- b. Term of Office. All terms shall be for two (2) years, filled by election at the Annual Meeting.
- c. Removal. Any director may be removed from the Board, with or without cause, by majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- d. Compensation. No director shall receive compensation for any service he may render to the Association as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## Section 2. Nomination and Elections

- a. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. However, nominations may also be made from the floor at the annual meeting of members. The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and four (4) members of the Association. The committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.
- b. Election. The election of Directors shall be either by secret ballot, or by show of hands, the method to be decided by a majority of the members present. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## Section 3. Board of Directors Meetings

- a. The Board of Directors may by resolution determine a regular meeting schedule.
- b. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) directors, after not less than three (3) days' notice to each director.
- c. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the directors present at

the duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

#### Section 4. Powers and Duties

- a. Powers. The Board of Directors shall have the power to:
  1. Adopt and publish rules and regulations governing the use of the common areas and facilities, including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations.
  2. Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Articles of Incorporation, or by other provisions of these Bylaws.
  3. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors.
  4. Employ a manager, independent contractor, and such other employees as they deem necessary, and to prescribe their duties..
- b. Duties. It shall be the duty of the Board of Directors to:
  1. Cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof to the members at each annual meeting.
  2. Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed.
  3. Issue, or cause an appropriate officer to issue, on demand by any person, a certification setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for issue of these certificates.

### ARTICLE IX. - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be President, Vice President, Secretary, Treasurer, and Member at Large who shall at all times be members of the Association and of the Board of Directors and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of two (2) years unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in case of special offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows, and include for each officer, the authority to co-sign all checks and promissory notes which shall be signed by any two (2) officers. All members of the Fairmont Village Property Owners Association Board of Directors are to sign a signature card at the institution that holds the village's monies. It is further required that all checks, Money Markets, or CD's must be signed by two (2) board members to pay bills, withdraw or transfer any monies.

- a. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes, and other instruments.
- b. Vice President. The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The Vice President or his delegate shall serve on the MCA board as the representative for Fairmont Village.
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the

Association together with their addresses; and perform such other duties as may be required by the Board or by law.

- d. Treasurer. The Treasurer or his agent shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall cause to be prepared a report of cash receipts and expenditures in lieu of a compiled, reviewed or audited financial statement of the Board of Directors; shall cause to be prepared a report of cash receipts and expenditures in lieu of a compiled, reviewed or audited financial statement in concurrence with Florida statutes; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report of which shall be given at the regular meeting of the members.

The Treasurer shall chair the Fairmont Village Finance Committee, and will select members to serve on this committee. It is the responsibility of the Treasurer to obtain whatever financial information is necessary to enable the Finance Committee to prepare the annual budget.

The Treasurer shall serve, as the representative for Fairmont, on the MCA Finance Committee.

The Treasurer or his representative may require an estoppel certification fee.

- e. Member at Large. The Member at Large shall perform such other duties as may be required by the Board. He shall receive and record notification of all residents for home insurance and termite inspection.

ARTICLE X. - MEADOWCREST COMMUNITY ASSOCIATION, INC.  
Refer to Article I of Covenants

ARTICLE XI. – GENERAL PROVISIONS

Section 1. Enforcement. A. Any Board member or owner shall have the right and the obligation to bring to the attention of the Board, any apparent violation of the Covenants, Conditions and Declaration of Restrictions for Fairmont Village. All owner complaints shall be brought to the Board by filing a written notice signed by the person bringing forth such complaint.

B. If it is deemed such a violation exists, the Board shall notify the offending Owner by certified mail that a violation exists, referring to the specific Article and by Section of this Declaration, and to request compliance with the restriction within a date certain, not to exceed thirty (30) days, depending on the nature of the violation.

C. If compliance is not effected within the specified time, the Board shall levy an appropriate fine. The fine shall not be more than \$100 per day or for more than \$2,000 in the aggregate, and a fine of less than \$1000 may not become a lien on the property. In any event, the fine shall not be more than is allowed by law. A certified letter, return receipt requested, shall be sent to the offending Owner to notify the Owner that the Board has levied a fine, and the details thereof, and that unless the violation is corrected within 14 days, a hearing on said fine shall be heard before a three person Hearing Committee on a specified date, which date will be at least 19 days after the certified letter is mailed.

D. The Hearing Committee shall confirm or reject the fine levied by the Board. If the fine is rejected, it shall not be imposed. If confirmed, the Board shall notify the Owner, by certified mail of the fine and of other legal action taken by the Board. In the case of the Hearing Committee going forward with the fine, the Owner will have thirty (45) days to pay the fine or a lien will be placed on the Owner's property. In no case shall the fines or legal action exceed the limits established by the State of Florida Statutes in effect at the time.

E. The expenses of such fining procedures and/or litigation shall be borne by the Owner of the property. Such expenses include court and hearing costs, out of pocket expenses, attorneys' fees and other reimbursements as provided for in the Covenants.

ARTICLE XII. - DESIGN ADVISORY BOARD  
Refer to Article VI of the Covenants

ARTICLE XIII. - BOOKS AND RECORDS INSPECTION

The books, records and papers of the Association shall be subject to inspection by any member, by written request to the Board of Directors. The Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XIV. - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: FAIRMONT VILLAGE PROPERTY OWNERS ASSOCIATION, INC., Incorporated 1986, Corporation Not for Profit, Florida.

ARTICLE XV. - FISCAL YEAR

The fiscal year of the Association shall be the calendar year.



## ARTICLE XVI. - AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

## ARTICLE XVII. - CONFLICTS

In the case of any conflicts between the Articles of Incorporation and these Bylaws, the Articles shall control. See Covenants.

11/16/16