

BYLAWS  
OF  
TREVI AT THE GARDENS HOMEOWNERS' ASSOCIATION, INC.  
(A Not-for-Profit Corporation Under the Laws of the State of Florida)

ARTICLE I - IDENTITY

Section 1. The name of this corporation is TREVI AT THE GARDENS HOMEOWNERS' ASSOCIATION, INC. hereinafter referred to as the "Corporation" or "Association".

Section 2. The initial principal office of the Corporation is 6400 Congress Avenue, Suite 2175, Boca Raton, FL 33487.

Section 3. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-for-Profit" and the year of the incorporation.

Section 4. All terms used herein which are defined in that certain Declaration of Restrictions and Protective Covenants for Seminole Palms, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II – PURPOSES

The Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities; to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these Bylaws and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Association's capacity as a homeowners association and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III – DIRECTORS AND OFFICERS

Section 1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of three (3), Members. Each Director shall have one (1) vote. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Association, who shall serve until the earlier of the following events:

- The meeting in which the Declarant relinquishes control of the Association (the "Turnover Meeting")
- Replacement by the Declarant
- Resignation by the Board Member

B. At the Turnover Meeting and at each annual meeting thereafter, the Board of Directors shall be elected by the Members of the Association.

C. A Member may nominate himself or herself or another Member as a candidate for the Board at the annual meeting, from the floor, and in accordance with Florida law. The election shall be by written ballot (unless dispensed with by unanimous consent). Members shall vote for the election of Directors in person at the annual meeting or by limited proxy. Directors for the Board must be elected by a plurality of the votes cast; with each Member voting being entitled to cast his/her votes for each of as many nominees as there are vacancies to be filled.

D. There shall be no cumulative voting.

E. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary. The purpose of the organizational meeting will include, but not be limited to, the election of officers.

F. Until such time as Developer relinquishes control of the Association, no director or officer need be a Member of the Association. Thereafter, all Directors and officers must be Members of the Association and no person and his or her spouse shall serve on the Board at the same time. Additionally, until such time as Developer relinquishes control of the Association, all Directors and officers shall be appointed solely by the Developer. No officer or director appointed by the Developer can be removed except by the Developer.

Section 2. Officers. The executive officers of the Association shall be: President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until replaced by the Developer, until their resignation or until the turnover of the Association by the Developer, whichever shall occur first. Officers elected at the first meeting of the Board shall hold office until the next annual meeting of the Directors or until their successors shall have been appointed and shall qualify. So long as Developer retains the right of appointment of all Members of the Board of Directors, no officer appointed by the Board shall serve the Association until such time as Developer approves the appointment. Upon the appointment of an officer by the Board of Directors, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to Developer. Developer shall approve or disapprove said officer or officers, within thirty (30) days after receipt of said name or names. In the event Developer fails to act within such time period, such failure shall be deemed approval by Developer. Officers shall serve at the pleasure of the Board and may be removed, from time to time, by a vote of the Board.

### Section 3. Resignation, Vacancy, Removal.

A. Resignation: Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein and if no time is specified, resignations shall take effect at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board of Directors, the vacancy shall be filled by Developer until such time as Developer relinquishes control of the Association. Subsequent to the turnover meeting, a vacancy occurring on the Board of Directors shall be filled by the remaining Members of the Board and at the next Board meeting, the Board shall elect a person to serve until the next annual meeting of Members. The Developer shall be entitled at any time, and from time-to-time, to remove or replace any director originally appointed by the Developer. The Developer may waive or relinquish, in whole or in part, any of its right to appoint any one or more of the Directors it is entitled to appoint.

C. Officer Vacancy: When a vacancy occurs in an office for any reason before an officer's term has expired, the office may be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board of Directors and shall qualify. So long as Developer has or retains the right of appointment of all members of the Board of Directors, no officer appointed hereunder shall serve the Association until such time as Developer has approved the appointment.

D. Status of Developer: The Developer shall be deemed to be a Member of the Association from and after the date of the recordation of the Declaration in the public records of the County, which membership shall continue so long as Developer owns any Lot(s) within the Property.

E. Removal: Any officer may be removed with or without cause by a majority vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any director may be removed, with or without cause, in accordance with the requirements and the procedures as set forth in Chapter 720.303(10), Fla. Stat.

#### Section 4. Indemnification of Directors, Officers and Committee Members.

Every director, Officer and Committee Member of the Association shall be indemnified by the Association against liability and expenses which he may incur by reason of his/her being or having been a Director, Officer or Committee Member of the Association in accordance with the terms of the Articles of Incorporation of the Association (hereinafter referred to as the "Articles of Incorporation") and the Declaration.

#### Section 5. Compensation.

No Director or Officer shall receive any compensation from the Association for acting as such, provided any Director or Officer may be reimbursed for expenses incurred on behalf of the Association upon approval of the other Directors.

### ARTICLE IV – POWERS & DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these Bylaws or by law. The powers of the Association shall include, but not be limited to, the following:

1. All of the powers specifically provided for in the Declaration, the Articles of Incorporation and these Bylaws.
2. To prepare and adopt an annual budget in which there shall be established the contribution of each owner to the General Expenses of the Association.
3. To levy and collect Assessments against Lots, as provided for in the Declaration.
4. To expend monies collected for the purpose of paying the General Expenses and other expenses of the Association.
5. To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred.
6. To purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the Common Area and that portion of the Lots outside the Units.
7. To insure and keep insured the Buildings and Improvements within the Property and insure against casualties and liabilities as provided in the Declaration.
8. To employ the personnel required for the operation of the Association and the Common Area and that portion of the Lots outside the Units.
9. To allow utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.
10. To pay utility bills for utilities serving the Common Area.
11. To contract for the management of the Association and to delegate to its contractor as manager, such duties and services as the Board shall authorize.
12. To make reasonable Rules and Regulations including ARB Guidelines and traffic regulations and to amend them from time to time.
13. To improve the Common Area, subject to the limitations of the Declaration.
14. To enforce by any legal means the provisions of the Governing Documents.
15. 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 Declaration, the Articles of Incorporation, these Bylaws, the Rules and Regulations or the traffic regulations.
16. To pay all taxes and assessments which are liens against the Common Area.
17. To control and regulate the use of the Common Area by the Owners and to promote



and assist adequate and proper maintenance of that property.

18. To borrow money and the power to select depositories for the Association's funds and to determine the manner of receiving, depositing and disbursing those 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. If the funds sought to be borrowed will exceed 5% of the budgeted gross expenses of the Association for the current fiscal year, such borrowing, and only borrowing in that instance, must be approved by two-thirds (2/3) of the Board members and the approval of a majority of all voting interests, either at a meeting or by written consent in lieu of a meeting.
19. To acquire real and personal property for the benefit and use of its Members and to dispose of the Property in accordance with the Declaration and the Articles of Incorporation.
20. To enter into a long term contract with any person, firm, corporation or real estate management or maintenance agent of any nature or kind, to provide for the maintenance, operation or repair and upkeep of the Common Area, the lake easements, and of any facilities on lease to the Association or otherwise provided for the Member's usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association as a General Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing or maintenance agent. Such fee, if any, shall be another of the management function costs to be borne by the Association, as a General Expense, unless the contract provides to the contrary.
21. To establish additional officers and/or Directors of this Association and to appoint all officers, except as otherwise provided herein.
22. To appoint such committees as the Board of Directors may deem appropriate.
23. To establish such reserve funds as may be required from time to time by the Board of Directors, in accordance with the provisions of the Declaration.
24. To bring suit and to litigate on behalf of the Association, the Members and the Owners' provided, however, that except as specifically set forth in this Paragraph 24, the Association shall not have the power to bring suit or to litigate on behalf of the Association, the Members or the Owners without the express prior written consent of at least eighty (80%) of the Owners. The foregoing restrictions shall not apply to suits or litigation on behalf of the Association to collect Assessments, enforce liens, bring injunctive actions or to otherwise enforce the Articles of Incorporation, the Bylaws, the Declaration, the Rules and Regulations or the traffic regulations promulgated by the Association, nor shall these restrictions apply to the Association's defense of any suits or litigation brought against the Association. The foregoing restrictions shall not apply while the Developer is in control of the Association.
25. To make available to any prospective purchase of a unit, any Owner of a unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current

copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Unit and all other books, records and financial statements of the Association.

26. To ensure that the Community Development District's (if any) responsibilities are properly discharged. The Board is authorized to act on behalf of the Members to ensure that the level of services provided by the Community Development District (if any), is consistent with community standards.
27. To possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

#### ARTICLE V – DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the Association and shall:

- A. Act as presiding officer at all Association and Board of Director meetings.
- B. Call special meetings of the Board of Directors.
- C. Sign, with the Secretary or Treasurer as the Board of Directors so requires, all checks, contracts, Promissory notes, leases, deeds and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.
- D. Perform all acts and duties usually required of a chief executive to insure that all orders and resolutions of the Board of Directors are carried out.
- E. Act as ex-officio member of all committees and render an annual report at the annual meeting of Members.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

- A. Attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes or proceedings thereof or cause the same to be done.
- B. Have custody of the corporate seal and affix the same when necessary or required.

- C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership.
- D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of duties, act under the supervision, control and direction of the Board of Directors.
- E. Have custody of the minute book of the meetings of the Board of Directors and Members and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

- A. Attend all meetings of the Membership and of the Board of Directors.
- B. Receive such monies as shall be paid into his/her hands for the account of the Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements and be custodian of all securities, contracts, leases and other important documents of the Association which he/she shall keep safely deposited.
- C. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association and deliver such books to his/her successor. The Treasurer shall prepare and distribute to all of the Members of the Board of Directors prior to each annual meeting and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year. The Treasurer shall make a full and accurate report on matters and business pertaining to his/her office to the Members at the annual meeting and make all reports required by law. The Treasurer shall prepare or supervise the preparation of the annual budget and present it to the Board of Directors for its consideration.
- D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association as a General Expense. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Section 5. Vice President / Treasurer. The Vice President/Treasurer shall be permitted as one person/officer to conduct the aforesaid duties and responsibilities of both offices.

## ARTICLE VI – MEMBERSHIP & VOTING

Section 1. Qualification for Membership. The qualifications for membership and the manner of admission to membership, and termination of such membership, shall be as follows: A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefore in the public records of Palm Beach County, Florida. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to any may not be separated from, ownership of property subject to the Declaration.

No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a member of the Association. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership. The Developer shall be a Member of the Association from and after the date of recordation of the Declaration, which membership shall continue so long as Developer owns any Lot(s) within the Property.

Section 2. Voting. The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as more fully set forth in Article IV of the Declaration; the terms of which pertaining to membership are specifically incorporated herein by reference. Each member (Class "A" voter), except the Declarant (Class "B" voter), shall be entitled to one vote for each Lot in which they hold interest required for Membership. The Declarant shall be entitled to 1,000 votes, so long as Declarant retains control of Association as outlined in Article XVI herein. Votes may be exercised or cast by a Member in person or by proxy. Proxies may be filed with the Secretary of the Association prior to the meeting. A proxy shall be valid for a period up to ninety (90) days after the date of the meeting for which it was originally given and entitle the holder thereof to vote until the Secretary shall have received a written revocation of such proxy executed by the grantor of such proxy or until the death or legal incompetence of the grantor. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. With respect to each Lot owned by other than a natural person or persons or with respect to each Lot owned by more than one person, the Owner(s) shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner(s). In the absence of such designation, the Owner(s) shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot shall be owned by husband and wife, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

## ARTICLE VII – MEETINGS

Section 1. Meetings of Members.



- A. Place of Meetings: All meetings of the Association shall be held at the office of the Association or may be held at such time and place as shall be stated in the notice thereof.
- B. Annual Meetings: Annual Members' meetings shall be held in Palm Beach County upon such date as shall be selected by the Board of Directors. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint. The purpose of such meeting shall be the election of Directors and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.
- C. Special Meetings: Special meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Members of the Association holding a majority of the total votes of the Membership. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice of the meeting.
- D. Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of thirty percent (30%) of the total votes of the membership, being present either in person or by proxy, but the Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.
- E. Voting Required to Make Decisions: When a quorum is present at any meeting, the vote of a majority of the Member's votes present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, these Bylaws or any applicable statute provides otherwise.

Section 2. Directors' Meetings.

- A. Annual Organizational Meeting: The annual organizational meeting of the Board of Directors shall be held immediately following the adjournment of the annual organizational meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate.
- B. Special Meetings: Special meetings of the Board of Directors may be called by the President, upon notice to each Director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of three (3) Directors. All notices of special meetings shall state the purpose, time and place of the meeting.
- C. 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 a majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these Bylaws. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time

and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

- D. Joinder: The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.
- E. Written Action: Any action required to be taken at a meeting of the Directors may be taken without a meeting if written consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Boards. Such consent shall have the same effect as a unanimous vote.
- F. Order of Business: The order of business at Directors' meetings shall be as determined by the Board of Directors. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.
- G. Telephone Meeting: Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members.
- H. Presiding Officer: In the absence of the presiding officer, the other Directors present shall designate one of their number to preside.
- I. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney – client privilege and as otherwise provided by law, including but not limited to personnel matters.

#### ARTICLE VIII – NOTICE OF MEMBERS' MEETINGS

Section 1. Annual Meeting. Written notice of the annual meeting of Members shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Associations. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Board Meetings. Except for the annual meeting, notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

Section 3. Waiver. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings.

#### ARTICLE IX – PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the Association or with the Statutes of the State of Florida.

#### ARTICLE X – ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors shall have the power to levy and enforce Assessments against Lots and Owners, as set forth in the Declaration.

#### ARTICLE XI – FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for Association purposes.

Section 3. Reserve Accounts. The Association shall establish and maintain such reserve accounts as shall be required from time to time by the Board of Directors, in accordance with the provisions of the Declaration. Payments to the reserve account and other incidental expenses incurred by the Association administering and carrying out this provision shall be a General Expense.

Section 4. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor, director, or officer handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a General Expense.

Section 5. Records. The Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. A register for the names of all Mortgagees who have notified the Association of their liens and to which lien holder the Association will give notice of default if required, shall also be maintained.

Section 6. Annual Statement. The Board of Directors shall present annually to the Members, a full and clear, compiled or reviewed financial statement of the business and condition of the Association, as prepared by an independent accountant.

Section 7. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interests of the Association, the Members and the Mortgages.

Section 8. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 9. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the General Expenses and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

## ARTICLE XII – RULES & REGULATIONS AND TRAFFIC REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Property and traffic regulations governing the use of the Streets, provided that the Rules and Regulations and traffic regulations shall be equally applicable to all Members except the Developer and uniform in application and effect.

## ARTICLE XIII – VIOLATIONS & DEFAULTS

In the event of a violation of any of the provisions of the Governing Documents, the Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to impose a fine and/or suspension for non-compliance, as provided in the Declaration, the right to injunctive relief and in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Owner at fault shall be liable for court costs and the Association's attorney's' fees, including such costs and attorneys' fees on appeal. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments, costs and attorney's fees.

## ARTICLE XIV – AMENDMENT

Until turnover, Declarant, may unilaterally amend these Bylaws. Thereafter, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Voting Members representing two thirds (2/3) of the Voting Members in attendance at a duly called meeting of the Members at which a quorum is attained. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Palm Beach County, Florida.

#### ARTICLE XV – NOTICES

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

- A. If to a Member or Voting Member, at the address which the Member or Voting Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address last known of such member or Voting Member; or
- B. If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

#### ARTICLE XVI – DEVELOPER'S CONTROL

Anything contained herein to the contrary notwithstanding, the Developer shall have the right to retain control of the Association until the earlier of the following events: (i) after the date the Developer has conveyed title to 90% of the Lots located within the Property; or (ii) such earlier time as is determined by Developer, in the developer's sole discretion. Prior to ninety (90) days after the happening of the earliest of the foregoing events, the Association shall conduct the Turnover Meeting. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all Officers of the Association and no action of the membership of the Association shall be effective unless and until approved by the Developer. So long as Developer owns any lots within the Property, these Bylaws shall not be amended to adversely impact the Developer, unless approved by the Developer in writing.

#### ARTICLE XVII - VALIDITY

If any Bylaw, rule, regulation or traffic regulation shall be adjudged invalid, such fact shall not affect the validity of any other Bylaw, rule or regulation or traffic regulation.


#### ARTICLE XVIII - CONFLICT

These Bylaws and the Articles of Incorporation of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the provisions of Florida law, the terms of the Declaration, the Articles of Incorporation or these Bylaws, the following order of priority shall apply: The provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws.



The foregoing was adopted as the Bylaws of TREVI AT THE GARDENS HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 1st of October, 2012.

TREVI AT THE GARDENS HOMEOWNERS'  
ASSOCIATION, INC.

  
Michael Ehrlich, President

(CORPORATE SEAL)

ATTEST:

  
David Dedman, Secretary