



**BYLAWS
OF
LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)**

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3.1.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Unit.

3.1.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Unit cannot be exercised.

3.1.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Unit. In the event that there is a conflict among such individuals, the Voting Interest for such Unit cannot be exercised.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of thirty percent (30%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each Member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the Members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member.

3.5 Quorum of Members. Prior to the expiration of the Class "B" Control Period, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. After the expiration of the Class "B" Control Period, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the Members entitled to cast ten percent (10%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, Members may attend Members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Member's attendance via telephone, real-time

of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of the Board appointed by Declarant shall extend until the date designated by Declarant or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Prior to the expiration of the Class "B" Control Period, the Declarant shall have the unrestricted power to appoint the Directors of the Association. From and after the expiration of the Class "B" Control Period, or such earlier date determined by Declarant in its sole and absolute discretion, the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners (other than Declarant) are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. Each Member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the most votes cast by the Members (for each vacancy on which such Members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes, any election dispute between a Member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meetings of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy assessments, enter into contracts with telecommunications providers for telecommunications services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of LAKES OF HARMONY by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its Members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the Members.

6.3 Limitations. Prior to the expiration of the Class "B" Control Period, Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, any committee of the Association, or the vote of the Members. This right may be exercised by Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board or any committee of the Association.

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 Service Area Committee. In addition to any other committees appointed by the Board as provided above, various Service Area Committees may be established by the Board, to determine the nature and extent of services, if any, it recommends be provided to the Service Area(s) by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. Service Area Committees may only advise the Board on issues and shall not have the authority to bind the Board. The Board also reserves the right to abolish any committee established by the Board if, in its sole discretion, it chooses to do so.

9.3 ACC. Declarant shall have the sole right to appoint the members of the ACC as provided in the Declaration. Upon expiration of the right of Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of the Association shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased, by a Member, at a reasonable cost. The Association may comply with an official records request by making the records available to a Member electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a Member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Member with a copy of such records. The Association may not charge a fee to a Member for the use of a portable device.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.


12.2 Amendments During the Class "B" Control Period. During the Class "B" Control Period, Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as expressly limited by applicable law as it exists on the date this Declaration is recorded in the Public Records. Declarant's right to amend under this Section 12.2 is to be construed as broadly as possible. In the event the Association shall desire to amend these Articles prior to the termination of the Class "B" Control Period, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment

CERTIFICATION

I, Bill Kouwenhoven, do hereby certify that:

I am the duly elected and acting President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit; and

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of December, 2015.


Bill Kouwenhoven, President

(CORPORATE SEAL)

2015