

The purpose of this motion is to better define the Term Of Office of the directors of the Association and establish a procedure for filling vacancies. The Motion is made to replace the entire Article, even though the new Article contains some of the same language that exists in the old Article V.

Motion

Motion is made to replace ARTICLE V of the existing by-laws in their entirety with this new Article V as follows;

ARTICLE V Board of Directors: Selection and Term of Office

- 5.1 Definition of Board of Directors. The Board of Directors is that group of persons vested with the management of the business and affairs of this Association subject to the law, the Articles of Incorporation, and these bylaws.
- 5.2 Qualifications. Directorship shall not be denied to any person on the basis of race, creed, sex, religion, or national origin. A Director must own property in the Vilano Oaks Homeowner's Association.
- 5.3 Number of Directors. The board of directors will consists of seven (7) directors.
- 5.4 Terms and Election of Directors. Directors shall be elected by the members at the annual meeting of the membership. Directors shall serve terms of three years unless re-elected to succeeding terms. The results shall be recorded in the minutes.
To avoid having the terms of every board member end at the same time, the following procedure shall be followed; seven (7) directors shall be elected. Three directors shall serve a term of three (3) years, three (3) directors shall serve a term of two (2) years and one director shall serve a term of one (1) year. At subsequent annual meetings of the membership, all directors shall be elected to three (3) year terms.
Following the adoption of this article, the term of each director shall be determined by drawing lots on which shall be written the prescribed term, and the results shall be recorded in the minutes.
- 5.5 Nomination Process. The President, prior to an election, may appoint a Nominating Committee. The Nominating Committee from the membership, if so appointed, may present a slate of candidates to fill vacant directorships. The members may either fill such vacancies from this slate of candidates or they may make additional nominations from the floor of the membership meeting just prior to the election. Election shall be by written ballot.
- 5.6 Election Process. All membership meetings at which elections for vacant board seats are to occur shall be publicized in accordance with Florida Law. Each Homeowner shall have the right to vote for as many nominees as there are vacant seats on the board. The top vote getters shall fill the vacant seats. Selection in the case of a tie shall be by a runoff between the individuals.
- 5.7 Removal. Any Director may be removed from the Board, with or without cause, either by vote or agreement in writing of a majority of the Members of the Association or by a vote by the board in which 5 members agree to the removal.

Amended 2/13/2011

- 5.8 Vacancies. In the event of death, resignation, sale of the homeowners property, or removal from office, the board of directors shall appoint, by a majority vote of the board, a successor to fill the vacant position.
- 5.9 Compensation. No director shall receive compensation for any service he may render too the Association. However, a director may be reimbursed for expenses in the performance of his duties.

Vilano Oaks Homeowners Association, Inc.
Subject: Disclosure to Tenants Prior to Rental

Motion;

A motion is made to Amend the **Declaration of Covenants, Conditions and Restrictions of Vilano Oaks**, specifically to add the following paragraph 10.4 to **Article X, Short Term Rentals** and annex the **Disclosure To Tenants Prior to Rental** form, and, further, that such Amendment be presented to the entire membership for vote and acceptance at the September, 2005 Annual Membership meeting.

Moved by;

Second by;

Date;

Article 10.4. Disclosure to Tenants Prior to Rental. Pursuant to Article 10.1 Owners are required to disclose to the Tenant the Association Membership Requirements and to present to the Association a signed copy of the **Disclosure to Tenants Prior to Rental form**. Failure to provide this signed form within ten (10) days of execution of the rental agreement will result in a violation and a fine of \$100.00.

Disclosure to Tenants Prior to Rental

1. As a Renter of a home in the Vilano Oaks Community, you are obligated to comply with and are subject to the terms and conditions of the Governing Documents of the Vilano Oaks Homeowners Association and any rules and regulations promulgated by the Board of the Association.
2. By signing this disclosure you acknowledge receipt of the **Declaration of Covenants, Conditions and Restrictions of Vilano Oaks**, the **Bylaws of Vilano Oaks Homeowners Association, Inc.** and the **Architectural Guidelines, Rules and Regulations.**

Homeowner

Tenant

Property Address

Lot Number

from ___/___/___ to ___/___/___
Lease Term

Date

Changes to Paragraph 9.14

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association *may be subject to a fine of \$25.00 per day, or part of a day, until the violation ceases. The first instance of the violation will cause the fine to commence 24 hours after notification of the violation to the homeowner. Any repeat violations of this covenant (9.14) will cause the fine(s) to begin on the day of the notification.* The violating equipment may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or forty-eight (48) non-consecutive hours in any seven day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Note:

This is not a change of the policy allowed by the covenants; but, only a change to the wording of paragraph 9.14. The application of fines is allowed by the covenants under Article IX, Use Restrictions, paragraph 9.25.