

AMENDED AND RESTATED

**BYLAWS OF
THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.
A Florida Not for Profit Corporation**

*[Substantial rewording of Bylaws. See original
Bylaws and prior amendments for present text.]*

The Members of **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.** (the "Association") hereby adopt these Amended and Restated Bylaws. These Amended and Restated Bylaws replace and supersede the original Bylaws and all previous amendments thereto. The original Bylaws of the Association were filed as an exhibit to the original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, recorded at Official Records Book 861, Page 1 *et seq.*, and adopted by way of the original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, recorded at Official Records Book 886, Page 830 *et seq.*, both of the Public Records of Sarasota County, Florida (herein, "Declarations").

**ARTICLE 1
IDENTITY**

1.1 **Corporate Documents:** These are the Bylaws of **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.**, a corporation not-for-profit under the laws of the State of Florida, the original Articles of Incorporation of which were filed with the Florida Department of State, Division of Corporations on or about September 11, 1970. The terms used in these Bylaws shall have the same meaning as defined in the Declarations of Condominiums of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, and in Chapter 718, Florida Statutes, as amended from time to time, called "the Florida Condominium Act", except as the context shall elsewhere require.

1.2 **Purpose:** The Association has been organized for the purpose of administering the Condominiums pursuant to the Florida Condominium Act and these Bylaws, which Condominiums are identified by the name **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, and which are located upon certain lands in Sarasota County, Florida.

1.3 **Principal Office:** The principal office of the Association shall be located at 528 Barcelona Avenue, Venice, Florida 34285. The address of the principal office may be changed at the discretion of the Board of Directors.

1.4 **Seal:** If applicable, the Seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

1.5 **Definitions:** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Association's Articles of Incorporation, the Declarations of Condominiums and the Florida Condominium Act, all as subsequently amended or renumbered from time to time.

**ARTICLE 2
MEMBERS**

2.1 **Qualification:** The Members of the Association shall consist of all of the record Owners of Units in the Condominium.

2.2 **Change of Membership:** After receiving the approval of the Association as required in the Declarations, change of Membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a Member of the Association. The Membership of the prior Owner shall be thereby terminated. The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium Association during the period of the Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

2.3 **Voting Rights:** The Owners of each Unit shall be entitled to one vote as provided in the Articles of Incorporation, as a Member of the Association, and the manner of exercising such voting rights shall be determined by these Bylaws. The term "majority" as used in these Bylaws and in the Declarations and Articles of Incorporation in reference to voting by Unit Owners, Association Members and the Board of Directors shall mean more than 50%.

2.4 **Manner of Casting Votes:** The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specific Ownership interest:

A. **Individual Person:** If a Unit is Owned by one (1) natural person, that person has the right to cast a vote on behalf of the Unit. No voting certificate shall be required.

B. **Voting for Units Jointly Owned:** If a Unit is owned jointly by two or more natural persons, then any of the record Owners of the Unit may cast the vote for such Unit. However, if more than one Owner of a Unit shall cast a vote for the Unit and the votes conflict, no vote shall be counted for the Unit and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first Owner of the Unit who claims it.

C. **Corporation:** If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the President or Vice President of the corporation and attested by the Secretary or Assistant Secretary of the corporation.

D. **LLC:** If a Unit is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by any Member or managing member of the LLC.

E. **Partnership:** If the Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a partner.

F. **Trust:** If the Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the trustee of the trust.

G. **Voting Certificate:** All voting certificates must be filed with the Association. A voting certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the Ownership of the Unit concerned. A certificate designating the person entitled to cast the vote conferred by Unit Ownership may be revoked by any Owner of a Unit.

2.5 **Restraint Upon Assignment of Shares and Assets:** The share of a Member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner as an appurtenance to the Unit.

ARTICLE 3 MEETINGS OF MEMBERS

3.1 **Annual Meeting:** The annual meeting of the Members shall be held at a date, time and place as may be designated by the Board of Directors within the immediate vicinity of the Corporation office, for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

3.2 **Special Meetings:** Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the entire Board of Directors, and must be called by the President or Vice President upon receipt of a written request from Members entitled to cast at least one third (1/3) of the votes of the entire Membership. The business conducted at a special meeting of the Members shall be limited to the agenda as stated in the Notice of the Meeting.

3.3 **Notice of Member Meetings:** Notice of a meeting of Members shall state the time, place, date and the purpose for which the meeting is called. The notice shall include an agenda and shall be given by the President, Vice-President or Secretary. A copy of the notice shall be continuously posted at the designated locations on the Condominium property not less than fourteen (14) days before the meeting. The notice of any Members' meeting shall be provided to every Member by one of the following methods: (1) mailed postpaid and correctly addressed to the Member's address shown in the current records of the Association; (2) hand delivered to the Member who must in that event sign a receipt, or; (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the Member has consented to receive notice. Each Member bears the responsibility of notifying the Association of any change of address. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or the authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 **Electronic Transmission of Notice:** Notwithstanding any other provision herein, notice of meetings of the Board of Directors, Membership meetings (except Membership meetings to recall Directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. "Electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, that creates a record that may be retained, retrieved, and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process such as a printer or a copy machine.

A. **Consent and Revocation of Consent:** In order to be effective, any consent given by a Unit Owner to receive notices via electronic transmission, and any revocation of consent, must be in writing and must be signed by the Owner of record or by a person holding a power of attorney executed by the Owner of record. Consent or revocation of consent may be delivered to the Association via electronic transmission, by hand-delivery, by United States mail, by certified United States mail, or by other commercial delivery service. The Unit Owner bears the risk of ensuring delivery.

B. **Delivery of Consent or Revocation of Consent:** Any consent given by a Unit Owner to receive notices via electronic transmission must be actually received by a current officer, board member, or manager of the Association, or by the Association's registered agent. Receipt of consent shall be confirmed by the recipient.

C. **Automatic Revocation of Consent:** Consent shall be automatically revoked if the Association is unsuccessful in providing notice via electronic transmission for two consecutive transmissions to an Owner, if and when the Association becomes aware of such electronic failures.

D. **Attachments and Other Information:** In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.

E. **Effect of Sending Electronic Meeting Notice:** Notice of a meeting is effective when sent by the Association, regardless of when the notice is actually received by the Owner, if directed to the correct address, location or number, or if posted on a web site or internet location to which the Owner has consented. The Owner, by consenting to notice via electronic transmission, accepts the risk of not receiving electronic notice, so long as the Association correctly directed the transmission to the address, number, or location provided by the Owner. An affidavit of the Secretary or other authorized agent of the Association filed among the official records of the Association that the notice has been duly provided via electronic transmission is verification that valid electronic transmission of the notice has occurred. The Association may elect to provide, but is not required to provide, notice of meetings via non-electronic transmission even if notice has been sent to the same Owner or Owners via electronic transmission.

F. **Stop Delivery by Electronic Notice:** If the Association decides to stop delivery of notices by electronic transmission, then the Association shall notify all Owners by electronic transmission of the date on which electronic transmission of notices will cease. The Association must mail the notice to those Owners whose consent has been revoked or was never given.

3.5 **Quorum:** A quorum at a Members meeting shall consist of the persons entitled to cast a majority of the votes of the entire Membership of the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declarations, the Articles of Incorporation, these Bylaws or the Condominium Act.

3.6 **Proxies:** Votes may be cast in person or by proxy substantially complying with the requirements of the Condominium Act. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit and filed with the management agent or Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a Unit as set forth in the Bylaws. Except as specifically provided in this Article, Members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for the following: votes taken to waive or reduce reserves; votes taken to waive financial reporting requirements; votes taken to amend the Declarations, the Articles of Incorporation, or Bylaws, and; for any other matter which the Condominium Act requires or permits a vote of the Unit Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive

changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of Directors. The election of Directors shall be by ballot in accordance with the Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy, is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

3.7 Adjournments: If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.8 Order of Business: If a quorum has been attained, the order of business at Annual Members Meetings, if applicable, and at other Members meetings shall be:

- A. Call to order by the President;
- B. Collection of Director ballots;
- C. Appointment of inspectors of election and tallying of Director ballots;
- D. At the discretion of the President, appointment by the President of a chairperson of the meeting;
- E. Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the Owners represented in person, and by proxy;
- F. Proof of notice of the meeting or waiver of notice;
- G. Reading and disposal of unapproved minutes;
- H. Reports of Officers;
- I. Reports of Committees;
- J. Unfinished business;
- K. New business;
- L. Announcement of elected Directors; and
- M. Adjournment.

3.9 Minutes of Meetings: The minutes of all meetings of Unit Owners shall be kept available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

3.10 Vote Required to Make Decisions: When a quorum is obtained at any Membership meeting, the vote of a majority of the eligible Voting Interests present, in person or by proxy, shall decide any question brought before the meeting, unless the Declarations, Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declarations, Bylaws or such statute shall control.

3.11 **Written Action by Members:** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required number of eligible Voting Interests of the Association entitled to vote with respect to the subject matter thereof. Such action by written agreement shall comply with the procedural requirements of Section 617.0701, Florida Statutes.

ARTICLE 4 DIRECTORS

4.1 **Number, Term, and Qualifications:** The business of the Association shall be managed by a Board of Directors consisting of three (3) Members of the Association. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least sixty (60) days prior to the end of any calendar year and a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered such that a majority of Directors are elected in each even numbered year and the remaining Directors are elected in each odd numbered year.

A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Unit Owner, the spouse of a Unit Owner, or the designated voter of a Unit that is not owned by a natural person. All Director candidates shall be in good financial standing with the Association. A person who is more than ninety (90) days delinquent in paying their monetary obligations to the Association is not eligible to serve as a Director. In the event an incumbent Director becomes ninety (90) days or more delinquent in the payment of any monetary obligation to the Association, such Director will no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a Director. Co-Owners of a Unit cannot simultaneously serve on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a Unit is owned by a corporation, a partnership, a trust, or similar entity, the Unit's voting representative, as designated pursuant to the Bylaws, shall be eligible for Board membership. A settlor of a trust, a resident trust beneficiary and the spouses of such persons shall be considered eligible for Board membership. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of election is not eligible to serve as a Director. Any person who has been suspended or removed from serving as a Director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a Director.

Within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed Director shall certify in writing to the secretary of the association that he or she has read the association's Declarations of Condominiums, Articles of Incorporation, Bylaws, and current Rules and Regulations, that he or she will work to uphold such documents and policies to the best of his or her ability, and that he or she will faithfully uphold such documents to the best of his or her ability, and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. In lieu of this written certification, the newly elected or appointed Director may submit a certificate of satisfactory completion of the educational curriculum administered by a Division-approved condominium education provider. A Director who fails to timely file the written certification or educational certificate is suspended from service on the Board until he or she complies with this requirement. The Board may temporarily fill the vacancy during the period of suspension. The Secretary shall cause the association to retain a Director's written certification or educational certificate for inspection by the

Members for five (5) years after a Director's election or appointment. Failure to have such written certification or educational certificate on file does not affect the validity of any action.

4.2 Election and Term: Directors shall be elected for one year terms to fill the vacancies of those Directors whose terms are then expiring. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

The ballot prepared for the annual meeting election shall list all Director candidates in alphabetical order by surname. There shall be no nominations from the floor on the date of or during the election. The members of the board shall be elected by written ballot. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation or otherwise. At least sixty (60) days before a scheduled election, the association shall mail, deliver or electronically transmit a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least forty (40) days before a scheduled election. Together with the written notice and agenda, the association shall mail, deliver, or electronically transmit a second notice of the election to all Unit Owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid election of members of the board. A Unit Owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid, provided any Unit Owner who violates this provision may be fined by the association. A Unit Owner that needs assistance in casting the ballot, for reasons of being handicapped, may obtain such assistance. The regular election must occur on the date of the annual meeting. However, an election is not required unless there are more candidates who file notices of intent to run than there are board member vacancies to be filled.

4.3 Replacement and Renewal: Any vacancy in the Board of Directors shall be filled by the remaining Directors for the unexpired term, except as provided otherwise, upon a removal of a Director, in the Condominium Act. Said act shall also govern the removal of Directors.

A. A vacancy on the board caused by the expiration of a Director's term shall be filled by electing a new board member, and the election must be by secret ballot. However, if the number of vacancies on the board equals or exceeds the number of candidates, an election is not required. If the number of board members whose terms have expired exceeds the number of eligible Members showing interest in or demonstrating an intention to run for the vacant positions, each board member whose term has expired is eligible for reappointment to the board and need not stand for reelection.

B. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first.

C. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.

D. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

E. For the purposes of the foregoing provisions, in order to establish a quorum at the Board of Directors meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining Directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until quorum of the entire Board is present.

F. Any or all Directors may be removed with or without cause by a majority vote of the entire Membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of meeting is given.

4.4 Organizational Meeting: An organizational meeting of the Board of Directors shall be held immediately upon adjournment of each annual meeting of the Members, if so announced at that annual meeting, or within 10 days thereafter upon notice to the Members and Directors as required by law.

4.5 Regular Meetings: Regular meetings of the Board shall be held in Sarasota County at a location and at such times as shall be determined by a majority of the Directors. Notice of such meetings shall be posted at a designated location on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to Rules and Regulations regarding Unit use will be considered, shall be provided to the Members via one of the methods set forth in Article 3.3 of these Bylaws posted at designated locations on the Condominium Property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment. Evidence of compliance with the 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

4.6 Owner Participation: Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all Unit Owners. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements, and any Owner may participate in the meeting in accordance with any such policy established by the Board. Unit Owners shall not designate third

persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors in advance. The right to attend meetings of the Board of Directors includes the right to speak with reference to all designated agenda items. No items other than those explicitly on the Agenda can be discussed. Unless otherwise provided by resolution of the Board of Directors, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Any Member may tape record or videotape open meetings of the Board of Directors, subject to reasonable rules adopted by the Board of Directors.

4.7 **Special Meetings:** Special meetings of the Board may be called by the President or Vice-President, and must be called by the President or Secretary at the written request of a majority of the Board of Directors of the Association. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total Voting Interests may petition for an item of business to be discussed at a special Board meeting.

4.8 **Notice of Directors:** Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum:** A quorum at Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except when approval by a greater number of Directors is required by Declarations, the Articles of Incorporation, these Bylaws or the Condominium Act. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice.

4.10 **Directors Fees:** The Directors shall serve without compensation, fees or any form of remuneration.

4.11 **Presiding Officer:** The presiding officer at the Directors' meetings shall be the President. In the absence of the President, the Vice-President will serve as presiding officer. If both the President and Vice-President are not present, the Directors present may designate any person to preside.

4.12 **Order of Business:** If a quorum has been attained, the order of business, if applicable, at a Director's Meetings shall be:

- A. Call to order by the President;
- B. At the discretion and direction of the President, appointment of a chairperson of the meeting;
- C. Proof of notice of the meeting;
- D. Calling of the roll and determination of a quorum;
- E. Reading and disposal of unapproved minutes;
- F. Reports of Officers;
- G. Reports of Committees;
- H. Unfinished business;

- I. New business; and
- J. Adjournment.

4.12 **Voting Responsibilities of Directors:** Directors present at board meetings have a duty to either vote or abstain due to an asserted conflict of interest. Not voting is presumed as assenting to the action taken by the Board of Directors. A Director who abstains from voting on any action taken on any corporate matter is presumed to have taken no position regarding the action. The minutes are to show a vote or abstention for each board member present. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot.

4.13 **Minutes of Meetings:** The minutes of all meetings of the Board shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

ARTICLE 5 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Declarations, the Articles of Incorporation, these Bylaws, the Condominium Act, and other applicable law or authority shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to the approval of the Unit Owners when such approval is specifically required.

ARTICLE 6 OFFICERS

6.1 **Officers and Election:** The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed (as an officer, but not as a Director) by majority vote of the Directors at any meeting. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 **President:** The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a condominium association, including but not limited to the power to appoint committees from time to time, from among the Members or others, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and Membership meetings.

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

6.4 **Secretary:** The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members. The Secretary shall attend to the giving and serving of all notice to the Members and Directors and other notices required by law and the Condominium Documents. The Secretary shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office

of Secretary of a condominium association, as may be required by the Board of Directors or the President. The Board of Directors may delegate some or all of the duties of the Secretary to a manager or management company.

6.5 **Treasurer:** The Treasurer shall have the custody of all the property of the Association including the funds, accounts, securities and any evidence of indebtedness. The Treasurer shall keep or cause the keeping of the books of the Association in accordance with generally accepted accounting principles, shall provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate some or all of the duties of Treasurer to a manager, management company or accountant. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 **Compensation:** The compensation and benefits of all employees of the Association shall be fixed by the Board of Directors. Neither Directors nor Officers shall receive compensation for their services.

6.7 **Delegation:** The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent in the performance of such functions.

6.8 **Resignations:** Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a resignation of such Director or officer without need for a written resignation. Any officer or Director delinquent in the payment of regular assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Condominium Act.

6.9 **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE 7 COMMITTEES

7.1 **Appointment:** All members and chairpersons of all committees of the Association shall be appointed (and may be removed) by the Association President. The President may from time to time in any instance delegate that authority to one or more members of the Board of Directors or to a committee chairperson. The Board of Directors may appoint and disband such standing committees or ad hoc committees as it deems necessary from time to time.

7.2 **Term of Office:** Each member of a committee shall continue as such until his or her successor is appointed, unless the committee is terminated sooner or the member is removed from the committee by the Board or the member resigns, or unless such member shall cease to qualify as a member thereof. Any committee member may be removed from office by the Board of Directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the

notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board of Directors.

7.3 **Quorum:** A committee may act only when a quorum, a simple majority, is present. The act of a majority of the committee members present at a committee meeting at which a quorum is present shall be the act of the committee.

7.4 **Standing Committees:** The standing committees of the Association shall be as follows:

- A. Budget and Finance
- B. Buildings and Grounds
- C. Pool
- D. Screening of Unit Leases and Transfers

7.5 **Ad Hoc Committees:** Other committees, created for a limited time and purpose, may be created from time to time by the President or by the Board of Directors.

7.6 **Procedures:** Any committee with authority to take final action on behalf of the Association or make recommendations to the Board of Directors regarding the Association's annual budget shall follow the same procedures as the Board of Directors with regard to noticing, posting or mailing of meeting notices for Unit Owners, agendas, attendance and participation by Members, as required by the Condominium Act and these Bylaws. Committees that do not take final action on behalf of the Association or that do not make recommendations to the Board of Directors regarding the Association's budget are exempt from the requirements of the Condominium Act and these Bylaws and may establish and follow their own procedures as such committees deem appropriate from time to time.

ARTICLE 8 FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declarations shall be supplemented by the following provisions:

8.1 **Fiscal Year:** The fiscal year of the Association shall be determined by the Board of Directors.

8.2 **Accounts:** Receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with state law and generally accepted accounting principles.

8.3 **Contracts:** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

8.4 **Loans:** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment(s) and the lien rights of the Association as security for the repayment of such loan(s), but may not pledge reserves without the prior approval of a majority of the Voting Interests present (in person or by proxy) at a duly-noticed Membership meeting.

8.5 **Checks, Drafts, etc.:** All checks, drafts or orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by two (2) or more Officers or agents of the Association, and in such manner as shall be determined by resolution of the Board of Directors, from time to time.

8.6 **Deposits:** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select. All deposits must be insured by the FDIC, FSLIC or comparable government insurance. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

8.7 **Reserves:** In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f), Florida Statutes. These mandatory accounts are further regulated by Rule 61B-22.005, Florida Administrative Code, which contains rules regulating reserves. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The rules allow the use of either of two formulas referred to as the Straight Line Method and the Pooling Method for calculating reserves. The rules further provide that all reserve accounts must be included in the proposed annual budget and shall not be waived or reduced prior to the delivery of the proposed annual budget to the Members.

The reserves must be funded unless the Members determine, by vote of not less than a majority of those Members who are present in person or by proxy at a duly noticed and convened Membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The funds in reserve accounts established under this Article, and all interest earned on the accounts, shall be used only for the purposes for which the reserve accounts are established, unless use for another purpose is approved in advance by vote of not less than a majority of those Members who are present in person or by proxy at a duly noticed and convened Membership meeting. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

8.8 **Budget:** The Board shall adopt an annual calendar year budget of Common Expenses for the Condominium in accordance with the timeline listed below. A preliminary budget shall be prepared under the supervision of the Treasurer, in cooperation with the management agent and/or a Budget Committee, if appointed by the President. All committee meetings necessary for the preparation of the preliminary and final budget must be noticed and open to all Unit Owners.

In addition to the statutory reserves described in Article 8.7, above, or in place of them if the Members so vote, the Board may establish one or more additional Operational Reserve Accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

The Board shall consider the preliminary budget at the October board meeting and further discuss and vote on the preliminary budget, as amended up or down, at the November board meeting. Copies of the preliminary budget, and a notice stating the time, date and place of the meeting(s) of the Board at which the budget will be considered or adopted, shall be provided to all Members via one of the methods set forth in Article 3.3 of these Bylaws not less than fourteen (14) days before the meeting(s). The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

The Board may for any budget year submit the budget for a vote of the Members and shall submit the budget for a vote upon petition of the Members of the Association as required, and in the manner provided by the Condominium Act. Upon adoption, the budget may be amended at any time by the Board of Directors, provided that any budget amendment which would increase the annual budget and quarterly assessments shall first be approved by a majority of the Members of the Association in person and/or by limited proxy at an Association meeting duly called in whole or in part for that purpose, except in the event of an emergency need which cannot properly await or be conditioned on such approval. The Members shall be notified of any budget amendment as soon as practicable after it is adopted.

8.9 Annual Budget Assessment: The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly in advance and shall become due on the first day of each month or quarter in advance, as the Board of Directors shall determine. The Board of Directors shall have the right to accelerate Assessments through the end of the applicable calendar year of a Unit Owner delinquent in the payment of Assessments. Any such accelerated Assessments shall be due and payable on the date a claim of lien is recorded.

8.10 Special Assessments: Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or nonrecurring Common Expenses beyond those included in the annual budget, provided that any special assessment greater than an amount equal to 10% of the current annual assessment shall first be approved by a majority of the Members of the Association in person and/or by limited proxy at an Association meeting duly called in whole or in part for that purpose, except in the event of an emergency need which cannot properly await or be conditioned on such approval. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments or transferred to reserves.

8.11 Common Surplus: At the end of the Association's fiscal year, any Common Surplus remaining in the operating component of the annual budget shall be either rolled over to the next fiscal year by vote of the Board of Directors, or returned to the Unit Owners in accordance with the respective Unit's share of the surplus as set forth in the Declarations and, likewise, in the event of a deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within thirty (30) days after notice of Assessment.

8.12 **Depository:** The funds of the Association shall be deposited and maintained in such bank, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Directors. Withdrawal of money from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

8.13 **Commingling:** All Association funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 **Fidelity Bonds:** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.111, Florida Statutes, as subsequently amended from time to time, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this Article, naming the Association as an insured under said policy.

8.15 **Accounting Records:** The Association shall maintain accounting records which identify, measure, record and communicate financial information in sufficient detail to determine revenues and expenses or receipts and disbursements attributable to all operations of the Association. All accounting records for the Association shall be kept in accordance with generally accepted accounting principles and shall be maintained for a period of no less than seven (7) years.

8.16 **Suspension of Use Rights:** In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Unit Owner and such Unit Owner's occupant, licensee, tenant, guest or invitee to use the Common Elements, common facilities or any other Association Property. The suspensions permitted herein apply to a Unit Owner and, when appropriate, any tenant, guest, or invitee, even if the delinquency or failure or refusal that resulted in the suspension arose from less than all of the multiple Units owned by the Unit Owner.

8.17 **Suspension of Voting Rights:** In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of such Unit Owner. Such a suspension ends upon full payment of all monetary obligations currently due or overdue the Association.

8.18 **Extraordinary Assessments:** If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual Owner or Owners are financially responsible hereunder, the Association may proceed to make an extraordinary Assessment against such Unit and the Unit Owner(s) thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within the Declarations, an amount, to be determined by the Board of Directors not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board of Directors may cause the Association to discharge any

mechanic's lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the Condominium Property. When less than all of the Unit Owners are responsible for the existence of any such lien, the Unit Owner(s) responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary Assessment. The Association may also make an extraordinary Assessment against a Unit Owner and his Unit to recover any amount paid by the Association for which an extraordinary Assessment may be levied as provided within the Declarations or these Bylaws.

8.19 Liability for Assessments and Charges: A Unit Owner shall be liable for all Assessments and charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of the Common Elements or Association Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed-in-lieu of foreclosure, such first mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in Section 718.116, Florida Statutes, as subsequently amended from time to time.

8.20 Liens for Assessments: The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees incident to collection, including appeals, shall be secured by a continuing lien upon the Unit. The lien shall relate back to and be effective from the recording of the Original Declarations.

8.21 Lien for Charges: Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees incident to collection shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.22 Collection; Interest; Administrative Late Fee; Application of Payments: All Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the date due shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of an Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incident to collection, and then to the principal Assessment itself first in time. Except as otherwise provided in the Condominium Act, no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been transmitted to the Unit Owner pursuant to Section 718.121(4), Florida Statutes.

8.23 Collection; Suit: The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before

trial, at trial, and on appeal. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

8.24 Financial Reports: Financial reports shall be created, maintained and reported in accordance with Section 718.111(13) of the Condominium Act. Within 90 days after the end of the fiscal year, or annually on a date provided in the Bylaws, the association shall prepare and complete a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed, but not later than 120 days after the end of the fiscal year or other date provided in the Bylaws, the association shall mail to each Unit Owner at the address last furnished to the association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

Florida Statute 718.111(13) requires Associations that have revenues of less than \$150,000 must prepare an annual fiscal report of cash receipts and expenditures in lieu of financial statements. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications in the operating fund, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves. The report of cash receipts and disbursements shall also include a summary of association reserves including a good faith estimate disclosing the annual amount of reserve funds that would be necessary for the association to fully fund each reserve account based on the straight-line accounting method, plus the following financial information components: (1) the beginning balance in each reserve account and the amount of assessments and other revenues collected; (2) the amount expended or removed from each reserve account including but not limited to transfers to other association accounts; (3) the balance in each reserve account at the end of the period covered by the report; and (4) any appropriate notes needed to clearly explain changes in each reserve account.

In addition to the annual financial report of cash receipts and disbursements, the Association shall prepare financial statements not less frequently than quarterly, which shall be distributed or available to Unit Owners, as determined by the Board of Directors from time to time. All Association financial reports shall be prepared in accordance with generally accepted accounting principles and all other applicable standards and law.

8.25 Competitive Bids: All contracts as further described herein or any contract that is not to be fully performed within one (1) year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under Chapter 718, Florida Statutes, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds five percent (5%) of the total annual budget of the Association, including reserves, the Association shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, timeshare management firm, engineering, and landscape architect services are not subject to the provisions of this Article. Nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency. This Article shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The Board of

Directors may adopt a resolution or rule that requires the Association to obtain competitive bids for lesser amounts than required by statute.

ARTICLE 9 ENFORCEMENT/FINES

9.1 **Authority:** In addition to other remedies provided to the Association for enforcement of the Condominium Documents, Rules and Regulations, and Chapter 718, Florida Statutes, the Association may levy reasonable fines for the failure of the Unit Owner or its occupant, licensee or invitee to comply with any provision of the Declarations, the Association Bylaws, or Rules and Regulations.

9.2 **Amount:** No fine shall exceed One-Hundred (\$100.00) Dollars per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.

9.3 **Notice:** A fine is first levied by the Board of Directors at a duly noticed board meeting. The fine may not be imposed unless the Board, following the levying of the fine, first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members, nor a relative or a person residing in a Board member's household. The role of the committee of other Unit Owners is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the committee does not confirm the fine, the fine may not be imposed.

9.4 **Hearing:** In the event a hearing is timely requested and therefore held, the committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to confirm or reject the fine levied by the Board. If a fine is levied by the Board and confirmed by the committee, the Association shall provide a written demand for payment to the Unit Owner and violator.

9.5 **Failure to Pay:** The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit Owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

9.6 **Other Remedies:** Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce its Condominium Documents or the Association's Rules, including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of this Article 9.

9.7 **Suspension for Noncompliance:** The Association may also suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Association Property for failure to comply with any provision of the Declarations, the Bylaws, or Rules and Regulations. Any suspension imposed hereunder does not apply to

Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit or parking spaces. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee.

9.8 Suspensions for Delinquency: If a Unit Owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, tenant, licensee, or invitee to use Common Elements and facilities or any other Association Property until the fee, fine, or other monetary obligation is paid in full. Such suspension shall not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit and parking spaces. The Association may also suspend the voting rights of a Unit or Unit Owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. A Voting Interest or consent right allocated to a Unit or Unit Owner which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act, the Declarations, the Articles of Incorporation, or the Bylaws. All suspensions imposed pursuant to this Article shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing.

ARTICLE 10 PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declarations, the Articles of Incorporation, the Bylaws or procedural rules adopted (as authorized by the Condominium Documents or Florida law) by the Board of Directors or by the Members.

ARTICLE 11 AMENDMENT

These Bylaws may be amended at any time by an affirmative vote of two thirds (2/3rds) of the Voting Interests present, in person or by proxy, at a duly noticed Membership meeting at which a quorum is present. No amendment to these Bylaws shall conflict with the Declarations or with the Articles of Incorporation. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations or the Articles of Incorporation. Whenever the Condominium Act or the Florida Not for Profit Corporation Act, or other applicable statutes or administrative regulations are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Unit Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to the Condominium Act or the Florida Not for Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase a Unit Owner's share of the Common Expenses, unless all record Owners of the Unit concerned and all other Unit Owners approve the amendment.

A copy of each Bylaw amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary of the Association, with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Record of Sarasota County, Florida.

ARTICLE 12 RULES AND REGULATIONS

The Board may, from time to time, adopt, amend or add to Rules and Regulations governing the use of Units, Common Elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may rescinded or amended upon the written action or vote of not less than sixty-five (65) percent of those Members who are present in person or by proxy at a duly noticed and convened Membership meeting. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board to each Unit Owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.

ARTICLE 13 MANDATORY ARBITRATION DISPUTES

Prior to commencing litigation, unresolved "Disputes" as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

ARTICLE 14 DOCUMENT CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declarations shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the Rules and Regulations.

ARTICLE 15 BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees, when required by law, and shall keep at the principal office a record giving the names and addresses of the Members entitled to vote. All official records of the Association shall be available for inspection and photocopying by Unit Owners or their authorized representative during normal business hours, at the office of the Association by arrangement with the Secretary or the managing agent of the Association. The right to inspect the official records includes the right to make or obtain copies at a reasonable expense.

ARTICLE 16 ROSTER OF UNIT OWNERS

Upon acquisition of title, each Unit Owner shall promptly file with the Association a copy of the recorded deed or other instrument conveying Ownership of his or her Unit along with the Unit Owner's current mailing

address and telephone numbers. If a Unit Owner desires to receive notices via electronic mail, the Unit Owner may provide his or her e-mail address to the Association. The Board of Directors may require the Unit Owner to provide a certified copy of the recorded deed or other instrument. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes by the Unit Owner.

ARTICLE 17 MISCELLANEOUS

17.1 **Gender:** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

17.2 **Severability:** The invalidity or unenforceability in whole or in part of any covenant or restriction or any Article, section, subsection, sentence, clause, phrase or word or other provision of the Declarations, the Articles of Incorporation, Bylaws or Rules and Regulations shall not affect the remaining portions hereof.

17.3 **Definitions:** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Declarations and the Condominium Act. If a term is not defined herein or in the Declarations or Condominium Act or is deemed ambiguous, the Board of Directors may define the term in its reasonable discretion, which shall be binding. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominium or refer to a common dictionary when defining a term. The Board of Director's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

17.4 **Headings:** The headings of paragraphs or Articles herein are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.5 **Construction:** The Condominium Documents shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. The Condominium Documents shall be construed under the laws of Florida, and shall not be construed more strongly against any party.

17.6 **References:** References herein to the Declarations, the Articles of Incorporation, the Condominium Act or the Florida Not for Profit Corporation Act shall be deemed to include future amendments thereto or renumbering, from time to time.