

**AMENDED AND RESTATED  
BYLAWS  
OF  
BAYWOOD COLONY VILLAS ASSOCIATION, INC.**

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**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**BAYWOOD COLONY VILLAS ASSOCIATION, INC.**

*[Substantial rewording of the Association's Bylaws.  
See Bylaws and amendments for present text.]*

**ARTICLE 1**  
**IDENTIFICATION**

1.1 **Corporate Documents.** These are the Amended and Restated Bylaws (the "Bylaws") of Baywood Colony Villas Association, Inc. (the "Association"), a corporation not for profit under the laws of the State of Florida. The original Bylaws of the Association were recorded Official Records Book 914, Page 3 of the Public Records of Sarasota County, Florida, and the Restated Bylaws of the Association were recorded Official Records Book 2790, Pages 541 through 550 of the Public Records of Sarasota County, Florida on November 3, 1995. The original Articles of Incorporation for the Association were filed with the Florida Department of State, Division of Corporations on July 29, 1971. The original Declaration of Condominium of Baywood Colony Villas, a Condominium, Section One, was recorded in Official Records Book 914, Page 3 et. seq. of the Public Records of Sarasota County and the Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section One, was recorded in Official Records Book 2790, Page 475 et. seq. of the Public Records of Sarasota County on November 3, 1995. The original Declaration of Condominium of Baywood Colony Villas, a Condominium, Section Two, was recorded in Official Records Book 988, Page 1574 et. seq. of the Public Records of Sarasota County on January 26, 1973 and the Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section Two, was recorded in Official Records Book 2790, Page 513 et. seq. of the Public Records of Sarasota County on November 3, 1995.

1.2 **Purpose.** The Association has been organized under Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act") to provide an entity pursuant to Chapter 718, Florida Statutes, as amended or renumbered from time to time (the "Condominium Act") for the operation and management of the affairs and property of Baywood Colony Villas, a Condominium, Section One, and Baywood Colony Villas, a Condominium, Section Two (collectively, the "Condominium"), in accordance with these Bylaws, the Amended and Restated Articles of Incorporation of the Association; the Second Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section One, and the Second Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section Two (collectively, the "Declaration").

1.3 **Principal Address.** The principal address of the Association shall be c/o Casey Condominium Management, 4370 S. Tamiami Trail, #102, Sarasota, Florida 34231. The

Association's Board of Directors may change the location of the principal address from time to time.

1.4 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.5 **Corporate Seal.** The Seal of the Association shall bear the name of the corporation, the word "Florida", and the words "CORPORATION NOT FOR PROFIT" and the year of incorporation.

## **ARTICLE 2** **MEMBERSHIP**

2.1 **Members.** All persons owning a vested present interest in the fee title to any Unit in the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates.

2.2 **Voting Right.** Each Unit shall have the voting rights provided in the Declaration. At any meeting of the Members, a Unit Owner, or Unit Owners collectively, shall be entitled to cast one (1) vote for each Unit owned, unless his or her voting rights have been otherwise suspended. The total number of Voting Interests is equal to the number of Units (84). In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation to the Association, the Association may suspend, until such monetary obligation is paid in full, the voting rights of such Unit Owner. Such a suspension ends upon full payment in cleared funds of all obligations currently due or overdue to the Association. The vote of a Unit is not divisible.

2.3 **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:

2.3.1 **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.

2.3.2 **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.

2.3.3 **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.

2.3.4 **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.

2.3.5 **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.

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

2.4 **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

### **ARTICLE 3** **MEMBERSHIP MEETINGS**

3.1 **Annual Membership Meetings.** The annual meeting of the Members shall be held during the first quarter of each year on such date and time and at such location within forty-five (45) miles of the Condominium as determined by the Board of Directors. The purposes of the annual meeting of the Members shall be to elect Directors and to transact any other business authorized to be transacted by the Members. If the election of Directors shall not be held on the day of the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as practicable.

#### **3.2 Special Membership Meetings.**

3.2.1 **Special Membership Meetings.** Special meetings of the Members shall be held whenever called by the President, 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 request in writing by Members entitled to cast not less than fifty-one percent (51%) of the eligible Voting Interests of the Association. A meeting requested by the Members shall be set for a date not less than fourteen (14) days nor more than sixty (60) days from the date the request is received by the Association. The notice of a special meeting of the Members shall state a valid purpose or purposes for the meeting and the business conducted therein shall be limited to those matters.

3.2.2 **Recall Special Membership Meeting.** A special meeting of the Members to recall one or more Directors may be called by a written petition signed by at least ten percent (10%) of the eligible Voting Interests of the Association. The Members calling the special meeting of the Members to recall one or more Directors shall call the meeting. The special meeting notice shall specifically state the purpose(s) of the meeting. Business to be transacted at all special meetings of the Members shall be limited to the purpose and action to be taken as stated in the notice of such meeting.

3.3 **Location of Special Membership Meetings.** Any annual or special meeting of the Members shall be held at such location within forty-five (45) miles of the Condominium as determined by the Board of Directors.

3.4 **Quorum.** The Members who are present, in person or by proxy, and holding a majority of the eligible Voting Interests of the Association which may be cast at a meeting shall constitute a quorum at such meeting. A voting interest or consent right allocated to a Unit or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests of the Association required to approve an action under the Condominium Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

3.5 **Notice of Membership Meetings.** Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be mailed, e-mailed or hand-delivered to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the Officer or agent calling the meeting. The Association shall also post in a conspicuous place on the Condominium Property the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the members at the member's address as it last appears on the records of the Association, with postage thereon prepaid. 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 his 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. Members may attend membership meetings in person or by proxy. Members may not, however, attend or participate at membership meetings by telephone conference call, speaker-phone or other similar means.

3.6 **Electronic Transmission.** 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.

3.6.1 **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.

3.6.2 **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, Director, or manager of the Association, or by the Association's registered agent. Receipt of consent shall be confirmed by the recipient.

3.6.3 **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 a Unit Owner, if and when the Association becomes aware of such electronic failures.

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

3.6.5 **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 Unit Owner, if directed to the correct address, location or number, or if posted on a website or internet location to which the Unit Owner has consented. The Unit Owner, by consenting to receive notice via electronic transmission, accepts the risks of not receiving electronic notice, so long as the Association correctly directed the transmission to the address, number, or location provided by the Unit 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 Unit Owner via electronic transmission.

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

3.7 **Broadcast Notice.** In lieu of, or in addition to, the physical posting of notice of any meeting on the Condominium Property, the Board of Directors may, by reasonable Rules and Regulations, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Condominiums. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Article. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

3.8 **Waiver.** Notice of a meeting of the Members may be waived by a Member before or after such meeting. The attendance by a Member, or person authorized to vote for such Member, at a meeting of the Members shall constitute such Member's waiver of any procedural defect or lack of notice of such meeting, except when his, or his 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 was not lawfully called.

3.9 **Proxies.** Votes may be cast in person by written ballot or by written proxy substantially complying with the requirements of the Condominium Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only 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 ninety (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 Unit Owner executing it. Proxies in no event shall be used in electing Directors.

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: **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.**

An executed telegram or cablegram appearing to have been transmitted by the Unit Owner, or a photographic, photo static, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Unit Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Unit Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

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 Declaration, Bylaws or such statute shall control.

3.11 **Minutes of Meetings.** The minutes of meetings of the Members shall be kept in a book available for inspection and photocopying by Unit Owners, or their authorized representative, in accordance with the Condominium Act. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

3.12 **Adjournment.** A majority of the Voting Interests present, in person or by proxy, at a meeting of the Members may adjourn the meeting from time to time to a future date.

3.13 **Order of Business.** The order of business at annual meetings of the Members, and as far as practical at other members' meetings, shall be, to the extent applicable:

- A. Call to Order by the President;
- B. Election of Chairman (if President or designee absent);
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;

- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

#### **ARTICLE 4** **BOARD OF DIRECTORS**

4.1 **Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under the Condominium Act, the Florida Not for Profit Corporation Act, the Declaration, the Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, subject only to approval by the Members when such approval is specifically required. The Board of Directors may delegate its authority to the Association's manager, its agents, contractors or employees, except as prohibited by law.

4.2 **Number and Term of Office.** The affairs and operation of the Association shall be managed by a Board of Directors. Directors shall be elected at the annual membership meeting. The Board of Directors shall be comprised of no less than three (3) nor more than seven (7) Directors. The Board of Directors may increase or decrease the number of Directors at least sixty (60) days in advance of an election. Each elected Director shall serve a two-year term, except the Directors elected at the 2019 annual membership meeting shall serve through the 2021 annual membership meeting. A Director's term shall extend until the Director's successor is duly qualified, elected and seated, or until the Director's earlier resignation, removal or death. Terms shall be staggered to allow continuity in service.

4.3 **Discharge of Duty.** A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

- (a) One or more Officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented;
- (b) Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or
- (c) A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence.

A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action

taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article 4.3.

**4.4 Director Qualifications.** 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 or the designated voter of a Unit that is not owned by a natural person. A Director candidate shall be in good financial standing with the Association. A person who is more than ninety (90) days delinquent in paying any monetary obligation to the Association is not eligible to serve as a Director. Co-owners of a Unit cannot simultaneously serve on the Board of Directors unless they own more than one Unit or unless there are not enough eligible Director candidates to fill the vacancies on the Board of Directors at the time of the vacancy. When a Unit is owned by a corporation, LLC, a partnership, a trust, or similar entity, the Unit's voting representative, as designated pursuant to the Bylaws, shall be eligible for election to the Board of Directors. A settlor of a trust, a resident trust beneficiary and the spouses of such persons shall be considered eligible for election to the Board of Directors. 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 (the "Division") is not eligible to serve as a Director. In the event a 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 of Directors and will be deemed to have immediately abandoned his or her position as a Director. Each Unit shall be entitled to cast as many votes as vacancies on the Board of Directors but shall be limited to one vote per candidate.

**4.5 Election of Directors.** Elections shall be conducted in accordance with Section 718.112, Florida Statutes. At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. A Unit Owner or other eligible person desiring to be a candidate for the Board of Directors 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. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. A Unit Owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain such assistance. The regular election must occur on the date of the annual meeting.

Notwithstanding the foregoing, an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist.

4.6 **Organizational Board Meeting.** The organizational meeting of a newly-elected Board of Directors for the purpose of electing Officers shall be held immediately following the annual meeting of the Members or as soon thereafter as convenient.

4.7 **Regular Board Meetings.** A meeting of the Board occurs whenever a quorum of the Directors gathers for the purpose of conducting Association business. Regular meetings of the Board of Directors shall be held at such date, time and place as shall be determined from time to time, by a majority of the Directors or on the call of the President or Vice President but, in no event less than four (4) times per calendar year. Except for meetings with the Association's attorney for purpose of legal advice with respect to proposed or pending litigation and meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable Rules adopted by the Board of Directors. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable Rules and Regulations adopted by the Board of Directors.

4.8 **Special Board Meetings.** Special meetings of the Board of Directors 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 Directors. Special meetings of the Board of Directors must be noticed and conducted in the same manner as provided herein for regular meetings. A special meeting of the Board of Directors must be called by the Secretary upon receipt of a request in writing signed and dated by Members of the Association entitled to cast not less than twenty percent (20%) of the total Voting Interests of the Association, which request shall state the purpose or purposes of the meeting.

4.9 **Notice of Board Meetings.** Notice of meetings of the Board of Directors shall be given to each Director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of the Unit Owners, prior to the day and time named for such meetings, except as in the case of an emergency. Any item not on the agenda of a meeting of the Board of Directors may be taken up on an emergency basis by at least a majority plus one of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director or committee member may participate in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director or committee member may vote as if physically present so long as a speaker is used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage hereon prepaid.

4.10 **Special Notice of Certain Board Meetings.** In addition to the notice required above, not less than fourteen (14) days' notice shall be mailed, e-mailed or delivered to the Unit

Owners and posted conspicuously on the Condominium Property of any Board meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special assessment or proposed Rules and Regulations regarding Unit use. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reasons shall specially state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such special assessments. Evidence of compliance with this fourteen (14) day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

4.11 **Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.12 **Owner Participation in Board Meetings.** Except for meetings with the Association's attorney for the purpose of obtaining legal advice with respect to proposed or pending litigation and meetings of the Board of Directors to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. 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; provided, however, the Board of Directors may adopt reasonable Rules governing the frequency, duration, and manner of Unit Owner statements. 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.

4.13 **Agenda, Quorum and Adjournment.** The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by at least two (2) other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Once a quorum is established, business may be conducted until the adjournment of the meeting; the quorum shall not be lost due to Directors electing to depart the meeting prior to adjournment. At any adjourned meeting of the Board of Directors, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.14 **Voting.** The acts approved by a majority of the Board of Directors at which a quorum of Directors is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation or the Bylaws. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains

from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes for each Director. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of Officers.

4.15 **Joinder and Waiver.** A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

4.16 **Vacancies.** Except as to vacancies caused by the recall of a majority of the Directors by Members, which vacancies shall be filled in the manner provided in the Condominium Act, vacancies on the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the former Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have automatically abandoned the office, creating a vacancy in the office to be filled by the Board of Directors.

4.17 **Presiding Officer.** The chairperson at all meetings of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate a chairperson.

4.18 **Order of Business.** Except when waived by the President or Chairperson, if a quorum is established, the order of business at meetings of the Board of Directors shall be, to the extent applicable:

- A. Call to Order by the President;
- B. At the discretion of the President, appointment by the President of a chairperson of the meeting;
- C. Proof of due notice of meeting;
- D. Calling of the Roll and determination of a quorum;
- E. Reading and disposal of any unapproved minutes;
- F. Reports of Officers, committees, and Manager;
- G. Election of Officers, if any;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

4.19 **Removal and Recall.** Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of the total Voting Interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the eligible Voting Interests, in the manner provided in the Condominium Act. A

special meeting of the members to recall a Director or Directors may be called by at least ten percent (10%) of the eligible Voting Interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting.

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

4.21 **Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a business-like manner in a book available for inspection and copying by Unit Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

4.22 **Resignation.** A Director or Officer may resign at any time by delivering written notice to the Board of Directors or President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later date. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by a Director or Officer, or the occurrence of any other event that would make a Director or Officer ineligible to serve in that capacity, shall constitute an automatic resignation of such Director or Officer without need for a written resignation. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

4.23 **Compensation.** Directors shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred on behalf of or in service to the Association

## **ARTICLE 5** **OFFICERS**

5.1 **Executive Officers.** The executive Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may also elect or appoint such other Officers, including one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except that the President may not also serve as the Secretary or Treasurer. Officers must be Members of the Association or a person exercising the membership rights of a Unit Owner which is not a natural person.

5.2 **Election and Term of Office.** The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly noticed meeting of the Board of Directors. Each Officer shall hold office, barring resignation, disqualification, or death, until his or



her successor shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

5.3 **Removal.** Any Officer may be removed by the Board of Directors with or without cause by a majority vote of the Board of Directors at a duly-noticed meeting of the Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, as they existed during the time that the person was an Officer.

5.4 **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 unless otherwise specified in the Condominium Act.

5.5 **President.** The President shall be a Director and may be an ex officio member of all committees, except where prohibited by law. The President shall be the chief executive Officer of the Association and shall generally supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Bylaws or by statute to some other Officer or agent of the Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.6 **Vice President.** The Vice President shall be a Director. In the absence or disability of the President, the Vice President, or, in the event there be more than one Vice President, the Vice Presidents in the order of their appointment or election, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be assigned to him by the President or by the Board of Directors, from time to time.

5.7 **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Corporate Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

5.8 **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to

the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

5.9 **Assistant Treasurers and Assistant Secretaries.** The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

5.10 **Compensation.** Officers of the Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred on behalf of or in service to the Association.

## **ARTICLE 6** **COMMITTEES**

6.1 **Appointment.** The Board of Directors shall have the authority to create committees and to appoint and remove, with or without cause, members to such committees, from time to time, as it determines appropriate to assist in the conduct of the affairs and operation of the Association. Committees may have a Director serve as a liaison to the Board of Directors.

6.2 **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.

6.3 **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.

6.4 **Notice.** 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.

6.5 **Scope and Rules.** Each committee shall abide by the scope and stated purpose of the committee as defined by the Board of Directors and may adopt Rules for its operation not inconsistent with these Bylaws and or other Rules and Regulations adopted by the Board of Directors.

6.6 **Reports and Action.** Every committee appointed by the Board of Directors shall report its findings to the Board of Directors. A committee may not take action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

6.7 **Standing Committees.** Standing committees may be appointed and disbanded from time to time by the Board of Directors, in its discretion.

## **ARTICLE 7**

### **FISCAL MANAGEMENT**

7.1 **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.

7.2 **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.

7.3 **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 in excess of \$5,000.00 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.

7.4 **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. The principal of Association funds, whether reserves or operating funds, should 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.

7.5 **Financial Reporting.** Within ninety (90) days after the end of a fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year, which includes a summary of the reserves and information as to whether they are being fully funded and if not a statement of the assessments which would be needed to bring them up to full funding. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, 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 member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the member, without charge, upon receipt of

a written request from the member. Financial statements, whether it is a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement, shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the members may vote to reduce the level of financial reporting prepared.

7.6 **Fidelity Bonds.** The Association shall obtain and maintain adequate fidelity bonding or insurance coverage in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, 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 paragraph, naming the Association as an insured under said policy.

7.7 **Employee Compensation.** The Board of Directors shall determine the compensation to be paid to employees of the Association. No compensation shall be paid to Directors or Officers, but they may be reimbursed for reasonable expenses paid by them for the benefit of the Association.

7.8 **Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

7.9 **Commingling of Funds.** 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.

7.10 **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 pursuant to Section 7.9 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.

7.11 **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.

## **ARTICLE 8**

### **BUDGET AND ASSESSMENTS**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

8.1 **Annual Budget.** A proposed annual budget of Common Expenses for each Condominium shall be prepared by the Board of Directors which shall include all anticipated expenses for the operation, maintenance, and administration of the Condominium. If the annual budget is not adopted as required herein, the previous year's annual budget shall automatically be implemented until a new budget is approved. The annual budget shall include reserve components in accordance with Section 718.112(2)(f)2., Florida Statutes, for roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000, the funding of which may be waived or reduced by an annual vote of a majority of the total Voting Interests of the Association. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by the vote of a majority of the Voting Interests present, in person or by proxy, at a duly called membership meeting. The annual budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the meeting of the Board of Directors at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in these Bylaws.

8.2 **Transmittal of Proposed Budget.** A copy of the proposed annual budget shall be mailed, e-mailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to any meeting at which the budget will be considered or adopted together with a notice and agenda of such meeting.

8.3 **Assessments.** 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.

8.4 **Special Assessments.** The Board of Directors may levy Special Assessments as it determines appropriate. Notice of the meeting of the Board of Directors at which any Special Assessments shall be considered shall be posted and transmitted to each Unit Owner, except in the event of an emergency. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. 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.

8.5 **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.

8.6 **Assessment Roll.** The Assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners, or their authorized representative. Such roll shall indicate for each Unit the name and address of the Unit Owner and the Assessments and charges paid and unpaid.

8.7 **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 Declaration, 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 Declaration or these Bylaws.

8.8 **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.

8.9 **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 Declaration.

8.10 **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.

8.11 **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.

8.12 **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.

8.13 **Accounts.** All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

## **ARTICLE 9**

### **RULES AND REGULATIONS**

9.1 The Board of Directors may from time to time promulgate, amend or rescind reasonable Rules and Regulations governing the details of the operation of the Condominium Property, and restrictions upon and requirements respecting the operation, use and maintenance of the Common Elements and the Condominium Units as may be deemed necessary and

appropriate from time to time. Such Rules and Regulations shall not be inconsistent with the Condominium Act, the Declaration, the Articles of Incorporation, and these Bylaws. A copy of such Rules and Regulations shall be furnished to each Unit Owner and subsequent purchasers of Units upon request. The Rules and Regulations do not need to be recorded in the Public Records of Sarasota County, Florida unless otherwise required by the Condominium Act.

#### **ARTICLE 10** **PARLIAMENTARY RULES**

10.1. **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of all Association meetings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations.

#### **ARTICLE 11** **ENFORCEMENT AND FINES**

11.1 **Authority.** In addition to other remedies provided to the Association for enforcement of the Declaration, the Articles of Incorporation, these Bylaws or the Rules and Regulations, the Association may levy reasonable fines for the failure of the Unit Owner, or Occupant, Licensee or Invitee, to comply with any provision of the Declaration, the Bylaws, or the reasonable Rules and Regulations of the Association.

11.2 **Amount.** Each fine shall be in an amount determined in each instance as provided herein not to exceed the amount of One Hundred Dollars (\$100.00) provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000.00).

11.3 **Notice.** A fine levied by the Board of Directors may not be imposed unless the Board first provides at least fourteen (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 persons 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.

11.4 **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. After 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.

11.5 **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.

11.6 **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 11.

11.7 **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, Occupant 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.

11.8 **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 Declaration, 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.

11.9 **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, an Invitee, an Occupant, a Licensee, a 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 until fully paid and shall be subject to a single administrative late fee in the amount 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 Unit 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 proceeding or action. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

11.10 **Other Remedies.** Nothing herein shall be construed as a prohibition of, or a limitation on, the right of the Board of Directors to pursue other means to enforce its Condominium Documents, including, but not limited to, arbitration, or an 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 these Bylaws.

## **ARTICLE 12** **ROSTER OF UNIT OWNERS**

12.1 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 13** **BOOKS AND RECORDS**

13.1 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 its 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 14** **AMENDMENTS**

These Bylaws may be amended in the following manner:

14.1 **Proposal.** An amendment to the Bylaws may be proposed by the Board of Directors or by not less than thirty-five percent (35%) of the Association's total Voting Interests.

Upon an amendment to these Bylaws being proposed, such proposed amendment shall be transmitted to the President, or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the manner provided for in the Bylaws.

14.2 **Notice.** Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike-through. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-through as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw \_\_\_\_ for present text."

14.3 **Adoption.** Approval of an amendment must be by the affirmative vote of not less than two-thirds (2/3) of the eligible Voting Interests of the Association present, in person or by proxy, at a duly noticed membership meeting called for such purpose at which a quorum is present.

14.4 **Errors.** Non-material errors and omissions in any amendment to the Bylaws or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

14.5 **Execution and Recording.** A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall recite the Official Records Book and Page of the Original Declaration and shall be executed by the appropriate Officers of the Association, with the formalities of a deed.

14.6 **Automatic Amendment.** 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.

14.7 **Proviso.** Provided, however, that 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 the record Owner of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

14.8 **Effective Date.** An amendment, when adopted, shall become effective when the certificate above and a copy of the amendment is recorded in the Public Records of Sarasota County, Florida.

## **ARTICLE 15** **DISPUTE RESOLUTION**

15.1 **Mandatory Arbitration.** All unresolved "disputes" between the Association and any Unit Owner, as defined in Section 718.1255(1), Florida Statutes, must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation if the Condominium Act requires such arbitration.

15.2 **Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board of Directors shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent different Rules and Regulations adopted by the Board of Directors, the Board of Directors is only obligated to respond to one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Board of Directors prior to the institution of litigation, including but not limited to arbitration and the parties shall be allowed a period of thirty (30) days in which to resolve the grievance.

15.3 **Other Remedies.** Nothing herein shall preclude the Association from pursuing any other remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Governing Documents.

## **ARTICLE 16** **MISCELLANEOUS**

The following miscellaneous provisions shall apply to these Bylaws:

16.1 **Conflicts.** In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between the language in any of the other Governing Documents, the following priorities shall control in descending order: (i) the Declaration; (ii) the Articles of Incorporation; (iii) the Bylaws; and (iv) the Rules and Regulations.

16.2 **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.

16.3 **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 Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

16.4 **Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Declaration and the Condominium Act. If a term is not defined herein or in the Declaration or Condominium Act or is deemed ambiguous, the Board of Directors may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominiums 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.

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

16.6 **Construction.** The Governing Documents shall be liberally construed to give effect to their purpose of creating a plan for a quality single family residential community. Section and subsection headings have been inserted for convenience only and shall not be considered in interpretation or construction of the document. The Governing Documents shall be construed under the laws of Florida, and shall not be construed more strongly against any party.

16.7 **References.** References herein to the Declaration, 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.