Prepared by and return to: Kevin T. Wells, Esq. Law Offices of Wells | Olah, P.A. 1800 Second Street, Suite 808 Sarasota, FL 34236 (941) 366-9191 RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM BALLANTRAE, A CONDOMINIUM

ARTICLES OF INCORPORATION BYLAWS BALLANTRAE CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Condominium of BALLANTRAE, A CONDOMINIUM (which Declaration was originally recorded at Official Records Book 1373, Page 0481 *et seq.* of the Public Records of Sarasota County, Florida), and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (which Articles of Incorporation and Bylaws are recorded as Exhibits to the originally recorded Declaration of Condominium) of BALLANTRAE CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") were duly adopted at the Annual Membership Meeting of the Association held on December 2, 2019 and reconvened on December 19, 2019, by the affirmative vote of a simple majority of all of the Association's voting interests as required by Article 22 of the Declaration, Article XV of the Articles of Incorporation and Article 22 of the Bylaws, respectively. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 3rd day of January 2020.	
Signed, sealed and delivered in the presence of :	BALLANTRAE CONDOMINIUM ASSOCIATION, INC.
Sign: Mana J. Conso	By: Jack Seaman, President
Print: Shana J. Corso	
Sign: Colle Source	
Print: Elba Lauder	
	ATTEST: By: At Paulson Secretary
Sign: Mana J. Conso	By: Sat Saulson
Print: Shana J. Corso	Pat Paulson, Secretary
Sign: Com Laur	[Corporate Seal]
Print: 6/62 Lauciet	

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrumen notarization, this 3 notari	January	, 2020, by	/ Jack Seaman	as the President of
BALLANTRAE CONDOMINIUM is personally known to me or has	ASSOCIATION,	INC., a Florida corp	oration, on behalt	f of the corporation, who
		NOTARY PUBI	LIC	
		A • •		

Sign: <u>litable X Pittman</u>

Print: <u>Estelle L Pi Hman</u>
State of Florida at Large (Seal)

My Commission expires:





NOTARY PUBLIC

Sign: Willey Pittman

Print: Fste 11e LP: Hman

State of Florida at Large (Seal) My Commission expires:



BALLANTRAE CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

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AMENDED AND RESTATED

BYLAWS OF BALLANTRAE CONDOMINIUM ASSOCIATION, INC.

[Substantial rewording of Bylaws. See existing Bylaws for present text.]

ARTICLE 1. IDENTIFICATION

- 1.1 Name. The name of this corporation shall be BALLANTRAE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (herein, the "Association"). The original Declaration of Condominium for BALLANTRAE, A CONDOMINIUM was recorded at Official Records Book 1373, Page 481 *et seq.* of the Public Records of Sarasota County, Florida.
- 1.2 Purposes. This Association is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium established upon the real property in Sarasota County, Florida, as more particularly described in the Declaration of Condominium (herein, the "Declaration") for BALLANTRAE, A CONDOMINIUM (herein, the "Condominium"). The purposes of this Association shall include the exercise of all powers granted to it as a corporation under the laws of Florida, these Bylaws, the Articles of Incorporation and the Declaration and further to exercise all powers granted to a condominium association under the Condominium Act.
- 1.3 Principal Office. The principal office of the Association shall be located at 2848 Proctor Road, Sarasota, Florida 34231. The address of the principal office may be changed from time to time by the Board of Directors as it determines appropriate.
- 1.4 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.
- 1.5 Corporate Seal. The Board of Directors may adopt a corporate seal which will bear the name of the Association, the word "Florida," the year of incorporation (1980), and identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal; however, a seal is not required to validate corporate actions unless otherwise specifically required by law.
- 1.6 **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 Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes).

ARTICLE 2. MEMBERSHIP

2.1 Membership in Association. All persons owning a vested present interest in the fee title to any of the Condominium Units in BALLANTRAE, A CONDOMINIUM as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be Members. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were Members at the time of each conveyance of the respective Units to the trustee as provided in the Declaration of Condominium. In the event a Unit is owned by a legal

entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

- **2.2 Change of Membership.** After receiving written approval of the Association's Board of Directors required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The grantee designated by such instrument thereby becomes a Member of the Association and the membership of the grantor is terminated. Membership in the Association is not transferable or assignable, other than as an appurtenance to Unit ownership.
- 2.3 Voting Rights. The Owner of each Unit shall have one (1) indivisible vote per Unit, which shall be cast as provided in Article 2.4 of the Bylaws. The term "Majority" as used in the Condominium Documents in reference to voting by Unit Owners and the Board of Directors shall mean more than fifty percent (50%).
- 2.4 Suspension of Voting Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in an amount in excess of \$1,000 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 a Unit Owner. Proof of such obligation must be provided to the Unit Owner at least thirty (30) days before such suspension takes effect. Such a suspension ends upon full payment of all obligations currently due or overdue the Association. A receiver may not exercise voting rights of any Unit Owner whose Unit is placed in receivership for the benefit of the Association pursuant to the Condominium Act. If the Association holds title to a Unit, the vote attributable to that Unit shall not be counted for any purpose.
- 2.5 Voting Representative. 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 shall automatically be designated as the Unit's Voting Representative on admission to membership and is authorized to cast the 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 of the joint Owners of a Unit are present at the meeting and/or 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. No voting certificate shall be required.
- 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. Absent such a voting certificate, the president of the corporation shall be authorized to cast the vote on behalf of the Unit.
- 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 trustee, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a trustee of the trust. Absent such a voting certificate, the trustee of the trust shall be authorized to cast the vote on behalf of the Unit.

2.6 Voting Certificate. All voting certificates must be in writing and 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. The Association shall have a right to rely on the veracity of any person indicating that he or she is the authorized representative of a Unit Owner as set forth above.

ARTICLE 3. MEMBERSHIP MEETINGS

3.1 Annual Membership Meeting. An annual meeting of the Members will be held each year during the months of December, January or February on such date and at such time as may be established by the Board from time to time. The purpose of such annual membership meeting shall be to elect Directors and to transact such other business as authorized to be transacted by the Members.

3.2 Special Membership Meetings.

- A. 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 a Majority 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 or more than sixty (60) days from the date the request is properly 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.
- B. 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 be responsible for calling the meeting. The special meeting notice shall specifically state the purpose(s) of the meeting. Business to be transacted at all special membership meetings shall be confined to the objects and the action to be taken as stated in the notice of the meeting.
- 3.3 Location of Membership Meetings. The Board of Directors may designate any place located within forty-five (45) miles of the Condominium as the place of the membership meeting. If no such Board designation is made, such meeting shall take place on the Condominium Property.
- 3.4 Notice of Meetings. Written notice stating the agenda, place, day and time of all meetings of Members shall be mailed, emailed 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 officers or persons 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.
- A. Proof of Notice. The person providing the notice of the membership meeting shall provide proof of such mailing, emailing, 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 Member at his or her address as it last appears on the records of the Association, with postage thereon prepaid.
- B. Attendance at Meetings. Members may attend membership meetings in person or by proxy. 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 not, however, attend or participate at membership meetings by telephone conference call, speaker-phone or other similar means.

- 3.5 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. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.
- 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. In order to be effective notice, notice of a meeting delivered via electronic transmission must contain all attachments and information required by law.
- C. Automatic Revocation of Consent. Consent shall be automatically revoked if the Association is unsuccessful in providing notice via electronic transmission for two (2) consecutive transmissions to an Owner, if and when the Association becomes aware of such electronic failures.
- D. 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.
- E. 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.
- 3.6 Broadcast Notice of Meetings. 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 rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Condominium Property. 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.

- 3.7 Quorum and Adjournment. A quorum at a membership meeting shall consist of not less than a one-third (1/3) of the Association's eligible Voting Interests. A Unit owned by the Association, a Unit placed in a receivership or a voting interest or consent right allocated to a Unit or Member which has been suspended by the Board shall not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws. A Majority of the Voting Interests present (in person or by proxy) at a membership meeting may adjourn a membership meeting from time to time even if less than a quorum.
- 3.8 Proxies. Votes may be cast in person 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 proxy-giver, or a photographic, photostatic, facsimile, electronic 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. The use of proxies is to be liberally construed.

- 3.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a Majority of the Voting Interests present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws, the Articles of Incorporation or any applicable statute provides otherwise, in which event the vote prescribed therein shall control.
- **3.10** Order of Business. The order of business at annual membership meetings, and as far as practical at special membership meetings, will be:
 - A. Call to Order by the President;
 - B. Election of Chairperson of the Meeting (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;
 - 1. Committee Reports;
 - J. Unfinished Business;
 - K. New Business;
 - L. Adjournment.

The President or Chairperson may waive, in whole or in part, the above order.

- 3.11 Minutes of Meetings. The minutes of meetings of the Members shall be kept in a book or binder 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 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 Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such action by Members via written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

ARTICLE 4. BOARD OF DIRECTORS

- 4.1 General Powers. The affairs and operation of the Association shall be managed by its Board of Directors. Said Board shall have and execute all powers necessary to accomplish its duties and obligations relative to the Association and the Condominium. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its officers, agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Board may delegate its authority to its officers, agents, contractors or employees, except where prohibited by law.
- 4.2 Number and Term. The Association shall be governed by a Board of Directors composed five (5) directors. All directors shall be elected to serve a two (2) year staggered term of office. At the next election of directors, the three (3) director candidates who receive the highest number of votes shall be elected to a two (2) year term of office. The two (2) director candidates who receive the next highest number of votes shall be elected to a one (1) year term of office. Thereafter, all directors shall serve two (2) year terms of office. The Board may temporarily assign a one (1) year term of office as necessary to re-implement the proper staggering of the Board. Directors shall (barring resignation, disqualification or death) hold office until the expiration of their terms and until their successors have been elected and qualified.
- 4.3 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, the spouse of a Unit Owner or the designated voter of a Unit that is not owned by a natural person. 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 and spouses 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, any officer of the corporation is eligible to serve as a director. When a Unit is owned by a partnership, any partner of the partnership is eligible to serve as a director. A grantor of a trust, a resident trust beneficiary and the spouses of such persons are eligible to serve as a director. A convicted felon whose civil rights have not been fully 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.
- 4.4 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 4.4.

- 4.5 Director Election. The election of directors shall take place concurrent with the annual membership meeting, in the manner provided in the Condominium Act and as follows:
- A. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a <u>first notice</u> of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association of their intent to be a director candidate not less than forty (40) days before the scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days prior to the membership meeting at which the election will occur, the Association shall mail or deliver a <u>second notice</u> of the membership meeting to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon timely request of a director candidate, the Association shall include with the second mailing of the ballot the director information sheet(s), not larger than 8 ½ inches by 11 inches, which were timely furnished by the director candidate(s) to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets and director certification forms shall be paid by the Association.
- B. Written ballots will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid. Any Unit Owner who violates this provision may be fined by the Association.
- C. If more persons are nominated than there are director vacancies to be filled, the election shall be by secret ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Tie votes shall be broken by agreement among the director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than director vacancies exist.
- D. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of directors.
- 4.6 Organizational Board Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held following the Annual Membership Meeting or within ten (10) days of the election at such date, place and time as shall be fixed by the directors. No further notice of the organizational

meeting shall be necessary unless business in addition to the election of Officers is to be considered by the Board of Directors.

- 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. Except for meetings with the Association's attorney for purpose of obtaining legal advice with respect to proposed or pending litigation or 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 adopted by the Board of Directors. Unit Owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to in writing by the Board.
- 4.8 Notices 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 thereon prepaid.
- 4.9 Special Notice of Certain Board Meetings. In addition to the notice required above, not less than fourteen (14) days' notice shall be mailed, emailed 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 a proposed rule 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 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.
- 4.10 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.
- 4.11 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.

- 4.12 Agenda. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing, by two (2) Board members.
- 4.13 Quorum and Adjournment. 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 Voting Interests present at a Board meeting at which a quorum 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 of Condominium, the Articles of Incorporation or these Bylaws. A director who is present at a Board meeting 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. 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 agreement or disagreement with any action taken at a Board meeting 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 Board meeting 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 removal of a Majority of the directors by Members (which vacancies shall be filled in the manner provided in the Condominium Act), vacancies in the Board of Directors occurring between annual membership meetings may be filled by a Majority of the remaining directors (even if less than a quorum) to serve for the remainder of the 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 to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.
- **4.17 Presiding Officer.** The chairperson at all Board meetings 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, the order of business at Board of Directors' meetings shall be, to the extent applicable, as follow:
 - A. Calling of roll;
 - B. Proof of due notice of meeting;
 - C. Reading and disposal of any unapproved minutes;
 - D. Reports of officers and committees;
 - E. Election of officers;
 - F. Unfinished business;
 - G. New business;
 - H. Adjournment.

- 4.19 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporation Act, the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, all as amended from time to time, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. The Board may delegate its authority to its agents, contractors or employees, except where prohibited by law.
- 4.20 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a Majority of the 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 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 ten percent (10%) of the 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. Any director delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days shall automatically be removed as a director.
- 4.21 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.
- 4.22 Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection 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.
- 4.23 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors, 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.
- **4.24 Compensation.** Directors shall not receive any compensation for acting as such unless first approved by a Majority of the eligible Voting Interests present (in person or by proxy) and voting at a membership meeting. Directors shall be entitled to reimbursement of expenses reasonably incurred.

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, spouses of Members 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 regular annual 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 successors shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

- **5.3 Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, 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.
- 5.5 President. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. He 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 these Bylaws or by statute to some other officer or agent of the Association; and, in general, he 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. 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 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, from time to time, may be assigned to him by the President or by the Board of Directors.
- 5.7 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.
- 5.8 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 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.
- 5.9 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 and assistant officers of the Association shall not receive any compensation for acting as such unless first approved by a Majority vote of the eligible Voting Interests present (in

person or by proxy) and voting at a membership meeting. Officers shall be entitled to reimbursement of expenses reasonably incurred.

ARTICLE 6. COMMITTEES

- 6.1 Committees of Members. The Board of Directors, by resolution adopted by a Majority of the directors present in person or by proxy at a duly noticed board meeting, may designate one or more committees, each of which may consist of two or more members, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.
- 6.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a Majority of the directors present at a Board meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the members thereof.
- 6.3 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.
- **6.4 Chairman.** One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.
- 6.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 6.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a Majority of the whole committee shall constitute a quorum and the act of a Majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 6.7 Rules. Except for meetings of committees to take final action on behalf of the Board or to make recommendations to the Board of Directors regarding the Association's budget, all committees are exempt from the procedural and other requirements of the Condominium Act and these Bylaws. Each committee may adopt rules for its own government not inconsistent with rules adopted by the Board of Directors for such committees.
- 6.8 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.
- 6.9 Standing Committees. The Board of Directors may appoint and disband such standing committees or ad hoc committees as it deems necessary from time to time.
- 6.10 Removal, Resignation and Vacancies. 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.

- **6.11** Regular Meetings. Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of an ad hoc committee unless established by the chairman of said committee.
- 6.12 Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by twenty-five percent (25%) of the members thereof.

ARTICLE 7. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.
- 7.2 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- 7.3 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.
- Financial Reporting. Within ninety (90) days after the end of a fiscal year, the Association shall 7.4 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 handdeliver 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 required by statute. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken and the following fiscal year.
- 7.5 Competitive Bids. Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds five percent (5%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. The requirements of this Article shall not limit the ability of an Association to obtain needed products and services in an emergency and 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 exceptions of Section 718.3026(2), Florida Statutes shall apply.
- 7.6 Official Records. The official records of the Association shall be available for the inspection and copying of the Association's Unit Owners and their designated representatives in the manner provided in Section

718.111(12), Florida Statutes. The Association's Board of Directors may adopt reasonable rules regulating such inspection and copying.

ARTICLE 8. FISCAL MANAGEMENT

- 8.1 Budget. The Board of Directors shall adopt, and may amend from time to time as necessary, an annual budget for each fiscal year. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these Bylaws. The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes, as amended from time to time, the funding of which may be waived or reduced by the owners. 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 a vote of a Majority of the Voting Interests present at a duly-called membership meeting of the Association. The 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 Board meeting 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 Article 8.2 hereof.
- 8.2 Transmittal of Budget. A copy of the proposed annual budget shall be mailed, emailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted, together with a notice and agenda of the meeting.
- 8.3 Assessment. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (at the option of the Board) and shall become due on the first day of each month/quarter in advance unless otherwise determined by the Board.
- 8.4 Special Assessments. As more fully provided in Article 18.3 of the Amended and Restated Declaration of Condominium, the Board of Directors may levy one or more Special Assessments as necessary and appropriate to pay the expenses of the Association. Notice of the Board meeting at which such Special Assessments will be considered shall be posted and transmitted to each Unit Owner as provided in Article 4.9 hereof, 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, either be returned to the Unit Owners, moved to reserves or applied as a credit towards future Assessments.
- 8.5 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. Such roll shall indicate for each Unit the name and address of the Owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.
- 8.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all Assessments, fines 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, fines 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 any 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 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 the Florida Condominium Act, as subsequently amended from time to time.

- 8.7 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 fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.
- 8.8 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney fees 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.
- 8.9 Collection Interest; Administrative Late Fee; Application of Payments. Assessments, fines 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 days shall bear interest at the highest rate permitted by law (currently, 18%) 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 maximum amount permissible by law (currently, the greater of \$25 or 5% of each installment of the assessment for which payment is late). 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 interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney fees incurred, and then to the oldest assessment due. Except as otherwise provided in the Florida Condominium Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes, as amended from time to time.
- 8.10 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 fees, incurred before trial, at trial, and on appeal. The Association must mail by certified or registered mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.
- 8.11 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.
- 8.12 Association Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. 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, if invested, may be invested in low risk investments. Withdrawal of money from those accounts shall be only by checks, autopay (EFT) or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.
- 8.13 Commingling of Funds. All 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, as amended from time to time, no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, 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 Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, as 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 paragraph, naming the Association as an insured under said policy.
- 8.15 Suspension of Use Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of a 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 imposed pursuant to this Article 8 apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by the Member.

ARTICLE 9. AMENDMENTS TO BYLAWS

- 9.1 Proposal. An amendment to these Bylaws may be proposed by the Board of Directors or by at least twenty percent (20%) of the Association's Voting Interests. Upon an amendment to these Bylaws being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in the Bylaws.
- 9.2 Approval of Amendments. Except as elsewhere provided, approval of a proposed amendment to these Bylaws shall be upon the affirmative approval of at least a Majority of the total Voting Interests of the Association.
- 9.3 Automatic Amendment. These Bylaws may be deemed amended by the Board, if necessary, to make them consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Bylaws are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Owners, may, but shall not be under a duty or obligation to, adopt by majority vote of the Board, amendments to these Bylaws to make them consistent.
- 9.4 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.
- 9.5 Limitation on Amendment. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless the amendment is approved by 100% of the Unit Owners and 100% of the record owners of the mortgages on such Units.

ARTICLE 10. DISPUTE RESOLUTION.

- 10.1 Mandatory Arbitration. If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.
- Board shall respond in writing to the Unit Owner within 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 legal advice has been requested, 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 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 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 fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board 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 to the Directors prior to the institution of litigation, (including but not limited to arbitration) and the parties shall be allowed a period of 30 days in which to resolve the grievance.
- 10.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any 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 Condominium Documents.

ARTICLE 11. FINES AND SUSPENSIONS

- 11.1 Fines. The Association may levy reasonable fines for the failure of the Owner of the Unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. A fine may not become a lien against a Unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided below. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.
- 11.2 Suspensions. The Association may 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 Declaration, the Association Bylaws, or reasonable rules of the Association. This Article 11.2 does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit and utility services provided to the Unit. The suspension permitted herein apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.
- 11.3 Procedure. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspend by majority vote, the fine or suspension may not be imposed. If the fine or suspension is approved by the committee, the fine payment is due five (5) days after the date of the committee meeting at which

the fine is approved. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

ARTICLE 12. PARLIAMENTARY RULES.

All Association meetings shall be conducted in accordance with Florida law, the Condominium Documents and the policies and procedures established by the Board of Directors from time to time. The ruling of the Chairperson of the meeting shall be binding on any parliamentary issue unless contrary to law. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of all Association meetings to better ensure fairness, impartiality, and respect for all viewpoints without unduly burdening or impairing majority rights.

ARTICLE 13. MISCELLANEOUS

The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents:

- 13.1 Definitions and Interpretation. Terms used in these Bylaws shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation, which shall be binding on all Members and involved parties.
- 13.2 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:
 - (i) Declaration of Condominium;
 - (ii) Articles of Incorporation;
 - (iii) Bylaws; and
 - (iv) Rules and Regulations
- 13.2 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.
- 13.3 Severability. In the event that any Section, clause, paragraph or other provisions of the Bylaws is deemed invalid, it shall be deemed severed and the remaining provisions shall remain valid and in full force and effect.
- 13.4 Acquisition of Units. Pursuant to Section 718.111(9), Florida Statutes, the Association has the authority to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them. Additionally, there is no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title to a Unit by deed in lieu of foreclosure.