

**TANGERINE WOODS OWNERS ASSOCIATION, INC.**

**AMENDED AND RESTATED BYLAWS**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
<b>1.</b>	<b>IDENTIFICATION.....</b>	<b>1</b>
	1.1 Corporate Documents.....	1
	1.2 Purpose .....	1
	1.3 Definitions.....	1
<b>2.</b>	<b>MEMBERS' MEETINGS .....</b>	<b>1</b>
	2.1 Annual Membership Meetings .....	1
	2.2 Special Membership Meetings.....	2
	2.3 Place of Meetings .....	2
	2.4 Notice of Meetings .....	2
	2.5 Electronic Transmission and Broadcast Notice .....	3
	2.6 Written Action by Members.....	3
	2.7 Quorum.....	3
	2.8 Waiver .....	3
	2.9 Voting Rights .....	3
	2.10 Voting for Units Jointly Owned .....	3
	2.11 Voting for Units Held by a Corporation, Partnership or Trust ...	4
	2.12 Proxies .....	4
	2.13 Vote Required to Make Decisions .....	4
	2.14 Minutes of Meetings .....	5
	2.15 Order of Business.....	5
<b>3.</b>	<b>BOARD OF DIRECTORS .....</b>	<b>5</b>
	3.1 Number and Term of Office .....	5
	3.2 Powers and Duties of the Board of Directors.....	5
	3.3 Contracts .....	5
	3.4 Director Qualifications.....	6
	3.5 Election of Directors.....	6
	3.6 Organizational Board Meeting .....	7
	3.7 Regular Meetings.....	7
	3.8 Special Meetings .....	7
	3.9 Notice of Board Meetings .....	7
	3.10 Wavier of Notice.....	8
	3.11 Special Notice of Certain Board Meetings.....	8
	3.12 Owner Participation in Board Meetings .....	8
	3.13 Agenda, Quorum and Adjournment.....	8
	3.14 Voting .....	9

3.15	Joinder and Waiver .....	9
3.16	Vacancies .....	9
3.17	Presiding Officer .....	9
3.18	Order of Business .....	9
3.19	Powers and Duties of the Board of Directors .....	10
3.20	Removal and Recall .....	10
3.21	Delegation of Board Functions .....	10
3.22	Minutes of Meetings .....	10
3.23	Resignation .....	10
3.24	Compensation .....	10
<b>4.</b>	<b>OFFICERS .....</b>	<b>11</b>
4.1	Executive Officers .....	11
4.2	Election and Term of Office .....	11
4.3	Removal .....	11
4.4	Vacancies .....	11
4.5	President .....	11
4.6	Vice President .....	11
4.7	Treasurer .....	12
4.8	Secretary .....	12
4.9	Assistant Treasurers and Assistant Secretaries .....	12
4.10	Compensation .....	12
<b>5.</b>	<b>COMMITTEES .....</b>	<b>12</b>
5.1	Appointment .....	12
5.2	Term of Office .....	12
5.3	Quorum .....	13
5.4	Notice .....	13
5.5	Scope and Rules .....	13
5.6	Reports and Action .....	13
5.7	Executive Committee .....	13
5.8	Standing Committees .....	13
5.9	Other Committees .....	13
5.10	Bylaws Committee .....	13
5.11	Dispute Committee .....	14
<b>6.</b>	<b>BUDGET AND ASSESSMENTS .....</b>	<b>14</b>
6.1	Budget .....	14
6.2	Excessive Budget .....	15
6.3	Mailing .....	16
6.4	Assessments .....	16
6.5	Special Assessments .....	16
6.6	Surplus .....	16
6.7	Assessment Roll .....	16
6.8	Extraordinary Assessments .....	16
6.9	Liability for Assessments and Charges .....	17

6.10	Liens for Assessments .....	17
6.11	Lien for Charges.....	17
6.12	Collection – Interest; Administrative Late Fee Application of Payments .....	17
6.13	Collection – Suit .....	18
6.14	Accounts .....	18
6.15	Association Depository.....	18
6.16	Commingling of Funds .....	18
6.17	Financial Reports .....	18
6.18	Fidelity Bonding.....	19
6.19	Suspension of Use Rights .....	19
6.20	Suspension of Voting Rights .....	19
<b>7.</b>	<b>FISCAL MANAGEMENT .....</b>	<b>19</b>
7.1	Checks, Drafts, etc. ....	19
7.2	Deposits.....	19
7.3	Financial Reporting.....	19
7.4	Fidelity Bonds .....	20
7.5	Employee Compensation.....	20
7.6	Fiscal Year.....	20
7.7	Gifts .....	20
<b>8.</b>	<b>PARLIAMENTARY RULES .....</b>	<b>20</b>
<b>9.</b>	<b>RULES .....</b>	<b>20</b>
<b>10.</b>	<b>ENFORCEMENT FINES .....</b>	<b>21</b>
10.1	Authority .....	21
10.2	Amount .....	21
10.3	Notice .....	21
10.4	Failure to Pay .....	21
10.5	Other Remedies.....	21
<b>11.</b>	<b>ROSTER OF UNIT OWNERS .....</b>	<b>21</b>
<b>12.</b>	<b>BOOKS AND RECORDS.....</b>	<b>22</b>
<b>13.</b>	<b>AMENDMENTS.....</b>	<b>22</b>
13.1	Proposal.....	22
13.2	Notice .....	22
13.3	Adoption .....	22
13.4	Errors .....	22
13.5	Execution and Recording .....	23
13.6	Effective Date .....	23
13.7	Automatic Amendment.....	23
13.8	Proviso .....	23

<b>14.</b>	<b>DISPUTE RESOLUTION .....</b>	<b>23</b>
14.1	Mandatory Arbitration .....	23
14.2	Unit Owner Inquiries .....	23
14.3	Other Remedies.....	24
<b>15.</b>	<b>MISCELLANEOUS .....</b>	<b>24</b>
15.1	Conflicts.....	24
15.2	Gender.....	24
15.3	Severability .....	24
15.4	Definitions.....	24
15.5	Headings .....	24



**AMENDED AND RESTATED**  
**ASSOCIATION BYLAWS**  
**OF**  
**TANGERINE WOODS OWNERS ASSOCIATION, INC.**

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

**1. IDENTIFICATION.**

**1.1 Corporate Documents.** These are the Bylaws of **TANGERINE WOODS OWNERS ASSOCIATION, INC.** (herein, the "Association"), a corporation not for profit under the laws of the State of Florida. The original Articles of Incorporation of the Association were filed in the office of the Secretary of State on January 26, 1983, Charter Number 766713. The original Bylaws of the Association were recorded at Official Records Book 1611, Page 1645 et seq. of the Public Records of Sarasota County, Florida. The original Declaration of Condominium for **TANGERINE WOODS, A CONDOMINIUM**, was recorded at Official Records Book 1611, Page 1605 et seq. of the Public Records of Sarasota County, Florida. The First Amended and Restated Declaration of Condominium and Bylaws were recorded at Official Records Instrument #2009019115 of the Public Records of Sarasota County, Florida on February 17, 2009.

**1.2 Purpose.** The Association has been organized to provide an entity pursuant to Chapter 718, Florida Statutes, as it may be subsequently amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of **TANGERINE WOODS, A CONDOMINIUM** (herein, the "Condominium") and to perform all acts provided in the Declaration of Condominium (herein the "Declaration"), the Articles of Incorporation of the Association, these Association Bylaws and the Condominium Act. 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 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), all as subsequently amended or renumbered from time to time.

**2. MEMBERS' MEETINGS.**

**2.1 Annual Membership Meetings.** The annual meeting of the Association membership shall be held on the fourth Tuesday in January of each year, or on such other date in January as determined by the Board of Directors, at a time and place as determined by the Board of Directors from time to time. The purposes of the annual

meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

**2.2 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 twenty percent (20%) of the votes of the entire membership. A meeting requested by the members shall be set for a date not less than fourteen (14) days nor more than sixty (60) days after the request is received by the Association. The notice of a special membership meeting shall state a valid purpose or purposes for the meeting and the business conducted therein shall be limited to those matters. A Special Membership Meeting 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 membership meeting to recall one or more directors shall call the membership meeting. The meeting notice shall specifically state the purpose(s) of the special membership 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.

**2.3 Place of Meetings.** The Board of Directors may designate any place located within forty-five (45) miles of the Condominium, as the place of meeting for any annual or special meeting, and if no such designation is made, such meeting shall take place at the Condominium Property.

**2.4 Notice of Meetings.** Written or printed notice stating the agenda, place, day and hour 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. 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 his 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.

**2.5 Electronic Transmission and Broadcast Notice.** Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall directors), and committee meetings may be given by electronic transmission to those members who consent to receive notice by electronic transmission. 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.

**2.6 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 owner action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

**2.7 Quorum.** The members, present in person or by proxy, holding a majority of the eligible votes of the entire membership which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present (in person or by proxy) may adjourn the meeting from time to time to a future date. 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 necessary to constitute a quorum, the number of voting interests required to conduct an election, or 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.

**2.8 Waiver.** Notice of membership meetings may be waived by a member before or after a membership meeting. A member waives any defect or lack of notice by attending a meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.9 Voting Rights.** At any meeting of members, the owners of units shall be entitled to cast one (1) vote for each unit owned.

**2.10 Voting for Units Jointly Owned.** If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, then any of the Owners of the Unit may cast the full vote for it, provided that if

more than one Owner of a Unit shall seek to vote for the Unit and the votes conflict, no vote shall be counted for the Unit in that instance 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.

**2.11 Voting for Units Held by a Corporation, Partnership or Trust.** 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. 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. If the Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the trustee of the trust. All such voting certificates must be filed with the Association. Such 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. If a voting certificate is not on file for a unit owned by multiple owners, a corporation, partnership or trust, then the vote for that Unit shall not be considered in determining a quorum nor for any other purpose.

**2.12 Proxies.** Votes may be cast in person or by written proxy substantially complying with 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 the members of the Board of 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 ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photo static, 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.

**2.13 Vote Required to Make Decisions.** When a quorum is obtained at any membership meeting, the vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, the Bylaws or such statute shall control.



**2.14 Minutes of Meetings.** The minutes of members' meetings shall be kept 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.

**2.15 Order of Business.** The order of business at annual members' meetings, and as far as practical at other members' meetings, will be:

- 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.

### **3. BOARD OF DIRECTORS.**

**3.1 Number and Term of Office.** The affairs and operation of the Association shall be managed by a Board of Directors. The Board shall consist of seven (7) Directors. Members of the Board of Directors shall be elected at the annual membership meetings. Directors shall be elected to serve a two (2) year term of office or until a successor is duly elected, with four (4) Directors elected in each odd-numbered year and three (3) Directors elected in each even-numbered year. A Director's term of service shall extend until the Director's successor is duly elected and qualified, or until the Director's earlier resignation, removal or death.

**3.2 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 (Chapter 617, Florida Statutes), the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, 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 as prohibited by law.

**3.3 Contracts.** The Board of Directors may authorize the President to enter into any contract or execute and deliver any instrument in the name of and behalf of the Association and such authority may be general or confined to specific instances. No contract may be executed without such authorization or approval by the Board. Prior to the award of a contract in excess of three thousand (\$3,000) dollars, the Board of

Directors should seek and review at least two (2) comparative bids and the Board shall review such bids when required to do so by the Condominium Act.

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

**3.5 Election of Directors.** The election of Directors shall be held at the annual membership meeting, in the manner provided by law.

(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 first notice 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 not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the 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 request of a director candidate, the Association shall include with the second mailing of the ballot the completed director certification form and an information sheet, not larger than 8 ½ inches by 11 inches, furnished by the candidate 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 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 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.

**3.6 Organizational Board Meeting.** The organizational meeting of the newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, time and place as shall be fixed by the directors at the meeting at which they were elected. 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.

**3.7 Regular Meetings.** 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. There shall be not fewer than seven (7) regular Board meetings, in separate months, each 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 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.

**3.8 Special Meetings.** Special meetings of the Board may be called by the President or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) 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 votes of the entire membership, which request shall state the purpose or purposes of the meeting.

**3.9 Notice of Board Meetings.** Notice of Board meetings 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 named for such meetings, except as in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. At the discretion of the Board of Directors, a Director or committee member may participate in a Board 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. A speaker must be 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. Any director so attending a Board meeting may be counted toward obtaining a quorum and may vote by telephone. 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.

**3.10 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.

**3.11 Special Notice of Certain Board Meetings.** In addition to the notice required by Section 3.9 herein, 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 assessments.

**3.12 Owner Participation in Board Meetings.** Meetings of the Board of Directors at which a majority of the members of the Board are present shall be open to all unit owners, unless otherwise provided by law. Unit owners may not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to otherwise by the Board. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise provided by a Board resolution, each unit owner is entitled to speak for three (3) minutes with reference to designated agenda items. Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation.

**3.13 Agenda, Quorum and Adjournment.** 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. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, 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. At any adjourned Board meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**3.14 Voting.** The acts approved by a majority of the votes 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.

**3.15 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.

**3.16 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 shall 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.

**3.17 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 one of their number to president.

**3.18 Order of Business.** The order of business at Board of Directors' meetings shall be, to the extent applicable:

- 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.

**3.19 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, contracts or employees, except where prohibited by law.

**3.20 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.

**3.21 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.

**3.22 Minutes of Meetings.** The minutes of all Board meeting 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.

**3.23 Resignation.** A director or officer may resign at any time by delivering written notice to the Board of Directors or the Association President. A resignation is effective when the notice is delivered unless the notice specifies a later date. 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.

**3.24 Compensation.** Directors shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred.

#### **4. OFFICERS.**

**4.1 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.

**4.2 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 successors shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

**4.3 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.

**4.4 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.

**4.5 President.** The President shall be a director and shall 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 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.

**4.6 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 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.

**4.7 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 depositories 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.

**4.8 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.

**4.9 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.

**4.10 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 or in service of the Association.

## **5. COMMITTEES.**

**5.1 Appointment.** In addition to the President, the Association 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.

**5.2 Term of Office.** Each member of a committee shall continue as such until in the next annual membership meeting and 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 President (depending on which made the appointment), the member resigns, or unless such member shall cease to qualify as a member thereof.



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

**5.4 Notice.** Any committee with authority to take final action on behalf of the Board of Directors or make recommendations to the Board regarding the Association's budget shall follow the same procedures as the Board of Directors with regard to 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 Board or that do not make recommendations to the Board regarding the Association budget are exempt from the requirements of the Condominium Act may establish and follow their own procedures as such committees deem appropriate from time to time.

**5.5 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 with rules adopted by the Board of Directors.

**5.6 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 adopts a written resolution specifically empowering the committee to take such action.

**5.7 Executive Committee.** The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate an Executive Committee which shall consist of three (3) Directors, which committee, to the extent provided in said resolution, and as limited by Section 607.0825, Florida Statutes, shall 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 upon it or by law.

**5.8 Standing Committees.** Standing committees shall be appointed by the Board of Directors and shall consist of, but not be limited to, the following: Bylaws, Finance, Buildings and Grounds, and Recreation.

**5.9 Other Committees.** Other committees may be designated by the President or by the Board of Directors. For those committees designated by the President, the President appoints the members. For those committees designated by a resolution of the Board of Directors, the majority of the Board of Directors appoints the members.

**5.10 Bylaws Committee.** The Board of Directors shall appoint a committee to be known as the Bylaws Committee. The Bylaws Committee shall be made up of at least one (1) member of the Board of Directors and two (2) members of the Association. The

Bylaws Committee shall review all of the condominium documents and from time to time recommend changes. The Bylaws Committee will also provide advice, regarding all of the Association's condominium documents, to the President of the Association during meetings of the Board of Directors and the members.

**5.11 Dispute Committee.** The Board of Directors shall, on an as needed basis, appoint a committee to be known as the Dispute Committee, which Dispute Committee shall initially hear and recommend the disposition of disputes by and between members and/or members and the Board and/or officers of the Association. The Dispute Committee shall be made up of at least two (2) members of the Board and two (2) members of the Association who are not Directors. In the event of a dispute, any party to the dispute may submit in writing to the Board a request for the convening of the Dispute Committee, and the Board shall, within thirty one (31) days, convene said Dispute Committee and establish a time and place for hearing of the dispute, serving a copy of the written notice of such dispute and request upon all interested parties by hand delivery or by certified mail return receipt requested. All parties so served shall be required to appear and attend such hearing, subject to the right of the Dispute Committee to adjourn the same from time to time in the event of illness or other satisfactory reason for inability to attend. The Dispute Committee within ten (10) days after hearing of the matter shall file a written report with the Board containing the committee's recommendations, serving a copy of the written report on all interested parties by hand delivery or by certified mail, return receipt requested. The Board shall then consider the recommendation of the Dispute Committee and take such action as it deems appropriate to the extent its jurisdiction permits. It is the intent of creating the Dispute Committee to establish a vehicle to dispose of minor disputes and grievances in an expeditious manner; however, it is not the intent to vest in the Dispute Committee such rights and powers as would preclude any aggrieved party from seeking judicial or administrative redress. In the event that a party is dissatisfied with the results of the Dispute Committee procedures, and all other concerned parties agree, including the Association, such party may request arbitration of the dispute in accordance with the provisions of Section 718.1255, Florida Statutes, as subsequently amended from time to time and Rules and Regulation or the Department of Business and Professional Regulations, Division of Florida Land Sales, Condominiums and Mobile Homes, relating thereto. Any failure by the Association to submit a dispute to the Dispute Committee or to otherwise follow the provisions of this section shall not provide a defense in any arbitration action nor any legal actions by the Association against a member.

**6. BUDGET AND ASSESSMENTS.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

**6.1 Budget.** The annual budget shall be adopted, and may be amended, from time to time, by a majority vote of all seven (7) members of the Board of Directors. 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 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 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 Articles 3.11 and 6.3 hereof.

The Treasurer, Assistant Treasurer or their designee shall convene one (1) or more informal budget review sessions, which shall be informal workshop meetings and shall not be official meetings of the Board of Directors, the Finance Committee or the membership. The purpose of such informal session(s), which shall be open to all Unit Owners, is to provide the Unit Owners ample opportunity to present views and recommendations regarding the draft annual budget. Notice of such informal budget review session(s) will be posted in a conspicuous place on the Condominium Property at least four (4) days prior to such session. At the time of posting, copies of the draft annual budget and an actual expense document will be available to all interested Unit Owners. The Board of Directors shall consider all Unit Owner recommendations and views prior to their adoption of a proposed annual budget. The failure to comply with the requirements of this Article 6.1(A) shall not in any event invalidate the Association's annual budget.

**6.2 Excessive Budget.** If a Board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the unit owners to consider a substitute budget if the Board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the Bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any

determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

**6.3 Mailing.** 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 of the Board of Directors' meeting.

**6.4 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 determines. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**6.5 Special Assessments.** The Board of Directors may levy special assessments as it determines appropriate. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.11 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 or applied as a credit towards future assessments.

**6.6 Surplus.** At the end of the calendar year, any surplus remaining from the assessments after payment of all Association expenses and allocation of reserves shall be incorporated into the next year budget and/or placed into the reserves.

**6.7 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.

**6.8 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 owner or owners 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 of Condominium, 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 may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the property owned or managed by the Association. When less than all of the owners are responsible for the existence of any such lien, the owners 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 an 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.

**6.9 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 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, 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.

**6.10 Liens for Assessments.** The unpaid portion of the annual assessment and/or special assessment, including without limitation, an accelerated assessment which is due, together with all costs, accrued interest, late fees, and reasonable attorney's fees incurred incident to collection, including trial, all levels of appeals, and bankruptcy, shall be secured by a continuing lien upon the Unit.

**6.11 Lien for Charges.** Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's 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.

**6.12 Collection — Interest; Administrative Late Fee; Application of Payments.** 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 days 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 the 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 interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incurred, and then to the Assessment itself. 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.

**6.13 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.

**6.14 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.

**6.15 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, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors.

**6.16 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.

**6.17 Financial Reports.** A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61

B-22, Florida Administrative Code, as amended from time to time, and with Section 718.111(13), Florida Statutes, as amended from time to time.

**6.18 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.

**6.19 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.

**6.20 Suspension of Voting 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 voting rights of a unit owner. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

## **7. FISCAL MANAGEMENT.**

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

**7.2 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.

**7.3 Financial Reporting.** Within ninety (90) days after the end of the 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 be 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 Association 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, but not for more than three (3) consecutive years. 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.

**7.4 Fidelity Bonds.** Fidelity bonds shall be required by the Board of Directors from all persons with custody or access to custody of Association funds and from all other persons as required by the Condominium Act. The amount of such bonds shall be determined by the Board of Directors but shall be not less than the amount required by the Condominium Act. The premiums on such bonds shall be paid by the Association as a common expense.

**7.5 Employee Compensation.** The Board of Directors shall determine the compensation to be paid to corporate employees. No compensation shall be paid to directors or officers who are members or who are officers of member corporations, but they may be reimbursed for reasonable expenses paid by them for the benefit of the Association.

**7.6 Fiscal Year.** The corporate fiscal year shall be the calendar year, January 1 through December 31. The Board of Directors may change the fiscal year of the Association if it is determined to be in the interests of the Association.

**7.7 Gifts.** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

**8. PARLIAMENTARY RULES.** Robert's Rules of Order (latest edition) shall guide the conduct of all Association meetings when not in conflict with the Condominium Act or the Not-for-Profit Corporate Act, Declaration of Condominium, Articles of Incorporation, these Bylaws or the Rules and Regulations adopted by the Board of Directors.

**9. RULES.** The Board of Directors may promulgate reasonable rules to govern the use of the common elements and units.



## **10. ENFORCEMENT FINES.**

**10.1 Authority.** In addition to other remedies provided to the Association for enforcement of the condominium documents and rules, the Association may levy reasonable fines for the failure of the Owner of any Unit or its occupant, licensee or invitee to comply with any provision of the Declaration of Condominium, the Bylaws or the Association Rules. A fine shall not become a lien against a Unit.

**10.2 Amount.** 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 the amount of One Hundred Dollars (\$100.00) per violation, or Thousand Dollars (\$1,000.00) in the aggregate.

**10.3 Notice.** A fine levied by the Board of Directors may not be imposed unless the Board first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. The role of the Committee 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.

**10.4 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.

**10.5 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 10.

**11. ROSTER OF UNIT OWNERS.** Each unit owner shall promptly file with the Association a copy of the recorded Deed or other instrument establishing his or her ownership of a condominium Unit, the owner's mailing address and telephone number. If an owner desires to receive notices via e-mail, then the owner should provide their 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.

**12. BOOKS AND RECORDS.** The Association shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All official records of the Association shall be available for inspection by unit owners or their authorized representatives during normal business hours, at the office of the Association or other location within Sarasota County, by arrangement with the Secretary. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, of the Association member.

**13. AMENDMENTS.** These Association Bylaws may be amended in the following manner:

**13.1 Proposal.** An amendment to these Bylaws may be proposed by the Board of Directors or by at least twenty-five percent (25%) of the Association's voting interests. Upon an amendment to these Bylaws being proposed by said Board of Directors or members, 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 the receipt by him of the proposed Bylaws 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.

**13.2 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-throughs. 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-throughs 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. See Bylaw \_\_\_\_ for present text."

**13.3 Adoption.** Approval of an amendment must be by an affirmative vote of not less than a majority of the Association's eligible voting interests at a duly-noticed membership meeting.

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

**13.5 Execution and Recording.** A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Association Bylaws, which certificate shall recite the Official Records Book and Page of the original recorded Declaration of Condominium and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

**13.6 Effective Date.** An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

**13.7 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the 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 Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**13.8 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 the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of the mortgages on such apartment shall join in the execution of the amendment, and all other unit owners approve the amendment.

#### **14. DISPUTE RESOLUTION.**

**14.1 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.

**14.2 Unit Owner Inquiries.** When a unit owner files a written inquiry by certified mail with the Board, the 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's 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 be 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 Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

**14.3 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.

**15. MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

**15.1 Conflicts.** 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

**15.2 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.

**15.3 Severability.** If 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 this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

**15.4 Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Association's Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as subsequently amended or renumbered from time to time.

**15.5 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.