

Prepared by and Return to:

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CERTIFICATE OF RECORDING

AMENDED AND RESTATED BYLAWS OF BEAU RIVAGE CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF RECORDING to the Bylaws for Beau Rivage Condominium Association, Inc. (the "Association"), is made and executed the 10th day of January, 2020.

WHEREAS, the original Declaration of Condominium, Articles of Incorporation and Bylaws for Beau Rivage Condominium Association, Inc., was recorded on October 18, 2004 in Official Records Book 4468, Page 73, et seq. in the Public Records of Lee County, Florida (hereafter referred to as the "Governing Documents"); and

WHEREAS, the Association wishes to amend and restate the Bylaws and hereby certifies that at least a majority of the votes of all members of the Association represented at the special members meeting held on April 27, 2019 voted in favor and approved the Amended and Restated Bylaws attached hereto and incorporated by reference.

[Signatures on following page]

WITNESSES (TWO):

As to both

**BEAU RIVAGE CONDOMINIUM
ASSOCIATION, INC.**

Cecelia Grasser
Signature

Cecelia Grasser
Printed Name

Peter Gund
Signature

Peter Gund
Printed Name

By: Shirley A. Coffield

Title: President

Date: 01/06/2020

ATTEST:

By: Garry Hoffarth

Title: Secretary

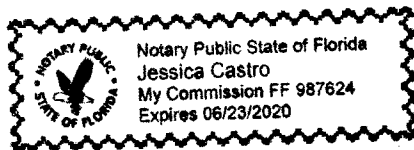
Date: 1/6/2020

STATE OF FLORIDA

COUNTY OF LEE

BEFORE ME, the undersigned authority, appeared Shirley Coffield, President and Garry Hoffarth, Secretary, of BEAU RIVAGE CONDOMINIUM ASSOCIATION, INC., personally known to me and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Recording.

SWORN TO AND SUBSCRIBED before me this 6th day of January 2020.



[Signature]
Notary Public

(Printed Name of Notary)

My Commission Expires:

AMENDED AND RESTATED BYLAWS OF BEAU RIVAGE CONDOMINIUM ASSOCIATION, INC.

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**AMENDED AND RESTATED BYLAWS
of
BEAU RIVAGE CONDOMINIUM ASSOCIATION, INC.**

**(THIS IS A SUBSTANTIAL REWORDING OF BYLAWS IN ACCORDANCE WITH
FLORIDA LAW 718.110 (1) (B) AND CURRENT BYLAWS SECTION 15.6. SEE THE
CURRENT BYLAWS FOR PRESENT TEXT)**

I. GENERAL

These are the Amended and Restated Bylaws of Beau Rivage Condominium Association, Inc. (the “Association”), a not-for-profit corporation organized under the laws of Florida for the purpose of administering and operating Beau Rivage, A Condominium (the “Condominium”), pursuant to the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes), as it may be amended from time to time, and as a condominium association pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes), as it may be amended from time to time (the “Act”).

- 1.1 Principal Office.** The principal office of the Association is at 2797 First Street, Fort Myers, FL 33916 or elsewhere in the State of Florida as determined from time to time by the Board of Directors.
- 1.2 Seal.** A corporate seal for the Association may be adopted and may be changed by the Board of Directors and shall bear the abbreviated name of the Association, the word “Florida,” the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.
- 1.3 Definitions.** The definitions set forth below and in the Declaration of Condominium of Beau Rivage, A Condominium, as amended or amended and restated from time to time (the “Declaration”) and the Act shall apply to terms used in these Bylaws, except where the context would otherwise suggest or the term is otherwise defined herein. As used in these Bylaws, the term “Condominium Documents” shall mean the Declaration, the Articles of Incorporation of the Association, these Bylaws, and the rules and regulations, all as may be amended from time to time:
- a) Act – the Florida Condominium Act which is Chapter 718 of the Florida Statutes, as such Act may be amended from time to time.
 - b) Articles – the Articles of Incorporation of the Beau Rivage Condominium Association, Inc.
 - c) Assessments – the amounts charged to the Unit Owners to fund the operation of the Association and the maintenance, repair and replacement of the Condominium Property that the Board of Directors is obligated to maintain, repair and replace.
 - d) Association – the Beau Rivage Condominium Association, Inc.
 - e) Board of Directors – those persons elected or appointed from time to time to administer to the affairs of the Association

- f) Condominium – the Beau Rivage Condominium
- g) Condominium Documents – the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations of the Condominium as such documents may be amended from time to time.
- h) Declaration or Condominium Declaration – the legal document recorded in the land records of Lee County that places the Beau Rivage Property in the condominium for m or ownership.
- i) Division – the State of Florida Division of Condominium, Timeshares and Mobile Homes
- j) Member – the owner of a Unit or “Unit Owner.”
- k) Notification: the delivery to owners of required notifications by US mail, electronic transmission or hand delivery.
- l) Owner or Unit Owner – the person(s) or entity holding record title to a Unit
- m) Property or Condominium Property – the entire land and improvement that are subject to the Condominium Declaration
- n) Questions and Answers Sheet – the Questions and Answers Sheet required to be maintained by the Association to answer inquiries of Unit Owners and prospective Unit Owners as required pursuant to Rule 61 B-23002 of the Florida Administrative Code (F.A.C.). The Questions and Answers Sheet is comprised of frequently asked questions and the answers to such questions.
- o) Unit – each of the exclusively owned residential apartments in the Condominium.
- p) Voting Interest – the vote that can be cast by the Owner of a Unit. There is one Voting Interest for each Unit owned.

II. MEMBERS

- 2.1 Qualifications.** The Members of the Association shall be the record title Owners of Units in the Condominium, but excluding persons or entities holding title merely as security for performance of an obligation. Membership shall become effective upon recording in the Public Records of Lee County, Florida, a deed or other instrument evidencing legal title to a Unit. The right of a member to vote shall be appurtenant to and may not be separated from ownership of a Unit which is subject to assessment by the Association. The record title Owner shall deliver to the Association a copy of the deed or other legal instrument evidencing legal title to the Unit owned. Failure to provide such copy may preclude such Owner from the benefits of Unit ownership including voting, receipt of notifications and use of Condominium common facilities.

- 2.2 Voting Interests.** A Member is entitled to one (1) vote for each Unit owned. The total number of possible votes is equal to the total number of Units in the Condominium. If a Unit is owned jointly by two (2) or more persons, the vote for that Unit may be cast by any one of the record Unit Owners but, if such persons do not agree among themselves as to how to cast the vote for their Unit, no vote for the Unit shall be counted. If the Unit Owner is a corporation, partnership, trust, limited liability company or other entity, the vote for that Unit shall be cast by any director, officer, partner, trustee, managing member, member or other representative of the entity, (in which case the entity must provide a voting certificate authorizing a named individual to vote on behalf of the entity) as the case may be. A Voting Interest or consent right allocated to a Unit owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

III. MEETINGS OF MEMBERS

- 3.1 Annual Meeting.** An Annual Meeting of Members shall be held at the Condominium Property or such other convenient location on a day and at a time reasonably convenient for the Members, all as designated by the Board of Directors. The purpose of the Annual Meeting is to conduct the election of Directors and for any other purpose as directed by the Board of Directors as may be transacted at the meeting.
- 3.2 Special Meetings.** Special meetings of Members may be called by (i) the President, (ii) a majority of the Directors, or (iii) by the President or Secretary within a reasonable time of receipt of written notice from fifty percent (50%) of the Voting Interests of the Association. Meetings of Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act. The substantive business to be conducted at any special meeting of Members shall be limited to the items specified in the notice of the meeting.
- 3.3 Notice of Meetings; Waiver of Notice.** Unless otherwise provided by Act and notice of the Annual Meeting as provided in this Section below, notice of all meetings of Members, stating the time, date, and place of the meeting, and including an agenda, shall be sent to each Member by U.S. mail, electronic transmission (if so consented to by the Member) or delivered in person. Such notice shall be mailed, delivered or sent at least fourteen (14) days prior to the meeting, except as otherwise provided in Section 3.4 below. Additionally, a copy of the notice and agenda for all meetings of Members must be posted at a conspicuous location on the Condominium Property, designated by Board resolution. Notice of the Annual Meeting of Members shall be sent by U.S. mail and shall be posted at least fourteen (14) continuous days prior to the meeting. In the absence of written direction from the Member to the contrary, notices will be given to the address of the Unit. For so long as is required by the Act, if a Unit is owned by more than one person, notice will be given to the address provided in writing to the Association by one or more of the Owners of the Unit, or if no address is given or the Owners of the Unit do not agree, to the address provided on the deed of record. The Association shall not be liable for a Member failing to receive notice electronically. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. An Officer of the Association or other person providing notice shall

execute an affidavit of mailing, which shall be retained in the official records of the Association as proof of such mailing. The notice of the Annual Meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Notice of specific meetings may be waived by the Member before or after a meeting, and 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 her (or his or her proxy holder's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Board of Directors Election Meetings – Notice and Procedure.** The regular election of Directors shall occur as the first item of business at the Annual Meeting. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing, by electronic transmission or delivery including hand delivery or regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before the scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all eligible candidates which shall include an information sheet (if provided by the candidate not less than 35 days before the scheduled election), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(a) There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of the votes cast. In the event that there are only as many (or fewer) candidates eligible for election as there are open seats on the Board, no election shall be held, and the eligible candidates shall automatically become Members of the Board upon adjournment of the annual meeting.

(b) The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws, the Act, and the applicable provisions of the Florida Administrative Code (the Code) relative to election procedures is sufficient, provided that the failure to comply does not materially impair a fair election process or is deemed to make the election invalid under the Code.

- 3.5 Quorum.** A quorum at any meeting of Members shall be attained by the attendance in person or by proxy of Members entitled to cast at least one-third (1/3) of the Voting Interests. Once a quorum has been attained, the subsequent withdrawal of some Members from a meeting does not negate the fact that a quorum was attained, shall not affect the validity of any action taken at the meeting before or after such persons leave and does not require that the meeting be adjourned.

- 3.6 Vote Required.** The vote of a majority of eligible voting members or proxyholders (except when a proxy is not allowed) present at a meeting of Members at which a quorum is present shall be binding, unless a greater or different number of votes is expressly required by law or by any provision of the Condominium Documents.
- 3.7 Electronic Voting.** The Board of Directors may authorize voting electronically through an internet-based online voting system subject to the written consent of each Unit Owner voting electronically and compliance with the electronic voting requirements of the Section 718.128 of the Act and the applicable provisions of the Florida Administrative Code relative to electronic voting and, if required, the Board resolution authorizing electronic voting.
- 3.8 Proxy Voting.** Except for the purpose of electing members of the Board of Directors, at any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote by proxy as permitted by Section 718.112 of the Act. Proxies shall be limited (a “limited proxy” is a proxy that lists the issue or issues that a proxy holder may cast a vote for, and instructs the proxy holder on how to vote on those issues) but, to the extent permissible by law, it is the intent of these Bylaws that Members who are given the opportunity to vote by limited proxy but decline to do so, may grant general powers (including the right to vote with respect to designated agenda items) to the holder of their proxy. A limited proxy, as specifically provided by the Act, must substantially conform to the limited proxy form adopted by the Division of Condominiums, Timeshares and Mobile Homes. All proxies must (i) be in writing, dated, and signed by the person authorized to cast the vote for the Unit, (ii) specify the date of the meeting for which it is given, (iii) be delivered to the Association prior to the time of the meeting or any lawful adjournment thereof, and (iv) name only one (1) natural person as proxy-holder. A general or limited proxy may be used to establish a quorum. Limited proxies shall be used for votes on whether to waive or reduce reserves, waive or reduce financial statements requirements, or amend the Condominium Documents, and for any other matter which the Act requires or permits a vote of the Members. General proxies may be used for other matters for which limited proxies are not required, and may be used in voting for non-substantive changes to items for which a limited proxy is required and given. The holder of a proxy need not be a Unit Owner. A proxy is valid only for (i) the specific meeting for which it was given, and (ii) any lawful reconvening of that meeting within 90 days after the original meeting date. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed 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 Adjournment of Member Meetings.** Any duly called meeting of Members may be adjourned to a later time and date by the vote of a majority of the Voting Interests present in person or by proxy, whether or not a quorum has been attained. The new date, time and place for the meeting does not have to be given to Members if announced at the original meeting. Any business that might have been conducted at the original meeting may be conducted when the adjourned meeting is reconvened.

3.10 Order of Business at Member Meetings. The order of business at meetings shall be substantially as follows:

- (a) Call to order by the President or other person designated as chair by the Board of Directors.
- (b) If an Annual Meeting, collection of election ballots not yet cast and closing of the polls, followed by a counting of the ballots and announcement of the results of the election.
- (c) Call of the roll or certification of a quorum.
- (d) Proof of notice of the meeting.
- (e) Reading or disposal of any minutes not previously approved.
- (f) Reports of Officers, if any.
- (g) Reports of Committees, if any.
- (h) Report of management.
- (i) Unfinished business.
- (j) New business (any items to be voted on must have been specifically listed in the meeting agenda sent to the Members with the notice of the meeting).
- (k) Decision and announcement of place, date and time of the Organizational Meeting of Board of Directors. (See Section 4.6 below).
- (l) Comments of Members
- (m) Adjournment.

3.11 Action by Members Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any Annual or special meeting of Members, or any action which may be taken at any Annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, is signed by the requisite number of Voting Interests needed to approve the action.

3.12 Unit Owner Participation in Meetings of Members. Members have the right to participate in all meetings of Members with respect to all items on the agenda for the meeting included in the notice of the meeting sent to Members subject to such reasonable limitations the Board of Directors may establish from time to time. Members may record meetings of Members subject to any reasonable conditions for such recording as may be contained in the Association's rules and regulations, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association.

The Board of Directors may also allow Unit Owner participation by phone using a conference call arrangement where all speakers present at the meeting can be heard by all persons listening but not present. Such arrangement shall be subject to (i) such equipment the Association may have available to facilitate such participation and (ii) such rules the Board of Directors may impose to minimize or prevent such arrangements interfering with the conducting of the meeting, such as requiring participants by phone to mute their phones and limiting any active participation by phone participants only at specific times of the meeting or not at all.

IV. BOARD OF DIRECTORS

The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Unit Owners only when such is specifically required.

- 4.1 Purpose; Number; Terms of Service.** The administration of the affairs of the Association shall be governed by the Board of Directors. The Board of Directors shall consist of five (5) Directors. For so long as provided by the Act, a Director may not serve more than eight (8) consecutive years without a break in service unless (i) approved by an affirmative vote of Unit Owners representing two-thirds (2/3) of all votes cast in the election or (ii) there is an insufficient number of eligible candidates to fill the vacant positions. It is the intention of these Bylaws that a staggered directorate be maintained. All Directors will be elected for a two year term except that, at the first Annual Meeting after the approval of staggered terms, the two (2) persons receiving the lowest number of votes of the five (5) Directors elected shall be elected to a one-year term. To maintain a staggered directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer eligible candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the two-year terms and which shall serve the one-year terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors meeting. In the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. (A "run-off" election shall be between the (2) or more elected Directors who have received the same number of votes and shall be conducted consistent with the requirements of an election of Directors.) The term of service of each Director shall extend until the elected term of such Director is completed.
- 4.2 Qualifications.** Each Director must be a Member or other person with the qualifications stated in the Declaration, the Articles, or the Act. If a Unit is owned by a corporation, partnership, limited liability company, trust or other entity, any director, officer, partner, managing member, member, trustee, or other representative of the entity, as the case may be, may serve as a Director. Co-Owners of a Unit and two (2) persons in the same household may not serve as Directors at the same time unless they own more than one (1) Unit at the time such vacancy or vacancies are to be filled. A person may not be a candidate or serve on the Board of Directors if, at the time of the deadline for submitting a notice of

intent to run in order to have his or her name listed on the ballot, the person (i) has been suspended or removed from the Board by the Division of Condominiums, Timeshares and Mobile Homes, or its successor, (ii) has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, and has not had his or her civil rights restored for at least five (5) years, or (iii) is delinquent in the payment of any monetary obligation due to the Association. Any such existing Director who is more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy to be filled as set forth herein. A Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled as set forth herein until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. While such Director has such criminal charge pending, he or she may not be appointed or elected to a position as a Director. However, if the charges are resolved without a finding of guilt, the Director shall be reinstated for the remainder of his or her term of office, if any.

4.3 Certifications to Be Signed by Newly Elected or Appointed Directors. Within 90 days after election or appointment, each new Director shall:

(a) certify in writing to the Secretary of the Association that he or she (i) has read the Condominium Declaration, Articles of Incorporation, Bylaws and current written policies, (ii) will work to uphold such documents and policies to the best of his or her ability, and (iii) will faithfully discharge his or her fiduciary responsibility to the Members; and (iv) submit a certificate that he or she has satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider within one year before or 90 days after the date of election or appointment. A Director who fails to comply with such requirement shall automatically be suspended from service on the Board of Directors until compliance and, in the interim, the Board of Directors may temporarily fill the vacancy created by such suspension, and

(b) complete the Annual Conflict of Interest Statement required by Section 10.3 of these Bylaws.

4.4 Vacancies on the Board of Directors. If the office of any Director becomes vacant, the vacancy for the remaining unexpired term may be filled by a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. If a vacancy occurs on the Board as a result of a recall or removal, the vacancy created may not be filled with the same person as has been removed from the Board. If vacancies of a majority or more of the Directors are due to a recall of Directors, the vacancies shall be filled as required by law. Alternatively, any Unit Owner may seek the appointment of a receiver, i.e. an individual or entity appointed by the appropriate court of law to manage the affairs of the Association, as provided in the Condominium Act.

- 4.5 Resignation of Directors.** Any Director may resign at any time by sending a written notice of such resignation to the President or Secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt by the Secretary.
- 4.6 Organizational Meeting.** The Organizational Meeting of the Board of Directors may occur immediately following the election, in which case notice of the Organizational Meeting may be provided in the notice of the Annual Meeting distributed in advance of the election. Unless announced in the notice of the Annual Meeting that it will be held immediately following the Annual Meeting, the Organizational Meeting of the Board of Directors shall be held within fifteen (15) days after the Annual Meeting at such time and place as may be fixed and announced by the Directors at the Annual Meeting at which they were elected. The purposes of such meeting shall be to elect Officers and to attend to such other business as is customarily conducted at an Organizational Meeting.
- 4.7 Regular Meetings.** Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the President or a majority of the Directors, but there shall be not less than eight (8) Regular Meetings each calendar year. Notice of Regular Meetings, unless fixed by Board resolution, shall be given to each Director, personally or by mail, electronic mail, telephone, telegram or other form of electronic transmission at least forty-eight (48) hours prior to the day named for such meeting.
- 4.8 Special Meetings.** Special Meetings of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of a majority of the Directors. Except in an emergency, notice of not less than forty-eight (48) hours of the Special Meeting shall be given to each Director personally, by mail, electronic mail, telephone, telegram or other form of electronic transmission, which notice shall state the time, place and purpose of the meeting.
- 4.9 Emergency Meetings.** In the judgment of the President, an Emergency Meeting of the Board may be convened. However, upon convening the Emergency Meeting a majority of those Directors present must consent that an emergency situation exists that requires the Board to meet without the required notice to Members. (Examples of reasons for convening an Emergency Meeting might include the immediate need to address (i) the condition of the Condominium Property, e.g. from storm damage or other cause, (ii) an incident occurring on the Condominium Property, e.g. a serious crime or injury, or behavior by an individual or group of individuals that endangers other people, or (iii) an unexpected financial or management situation.) Any action taken by the Board at an Emergency Meeting shall have the same authority and effect as action taken by the Board at a meeting properly noticed.
- 4.10 Waiver.** Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the Director having the notice required for the meeting as stated above. If all Directors are present at a meeting, no notice to Directors shall be required.

- 4.11 Notice to Owners of Board Meetings.** Notice of Regular and Special Meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 3.3 above at least forty-eight (48) continuous hours in advance of the meeting for the attention of Members, except in an emergency. An item not included on the notice may be taken up on an emergency basis by a vote of at least a majority plus one of the Board members. Such emergency action must be noticed and ratified at the next Regular Meeting. Notice of any meeting in which Assessments, Special Assessments, or Capital Improvement Assessments against Unit Owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments. Written notice of a meeting at which a nonemergency Special Assessment (an “emergency special assessments” can be imposed without the otherwise required written notice to members where an emergency has been declared by the Governor of the State of Florida – see Section 4.21 below) or an amendment to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to the Unit Owners and posted conspicuously as provided in Section 3.3 above at least 14 days before the meeting. 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.
- 4.12 Right of Members to Participate in Board Meetings.** The Board meetings shall be open to all Members to attend. Members may record meetings of the Board subject to any conditions for such recording as may be contained in the Association’s rules and regulations, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board shall ensure that meetings of the Board include an opportunity for Members to address the Board subject to such reasonable written rules as the Board may adopt from time to time. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance. The Board may also elect to not open attendance by Members to any Board meeting or portion thereof involving pending or anticipated litigation or when the behavior or rules violations of individual Member or Members is to be discussed (as required by relevant privacy laws).
- 4.13 Presiding Officer at Board of Director Meetings.** The President of the Association, or in his or her absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by a majority of the Directors participating in the meeting.
- 4.14 Order of Business/Agenda.** The order of business and agenda at all Regular Meetings of the Board of Directors shall be as follows:
- (a) Call to order
 - (b) Call of the roll or certification of quorum
 - (c) Proof of notice and posting
 - (d) Reading or disposal of any unapproved minutes
 - (e) Reports of Officers
 - (f) Report of management

- (g) Report of Committees, if any
- (h) Unfinished business
- (i) New business
- (j) Adjournment

As provided in Section 718.112(2)(c)1 of the Act, the Board of Directors shall also include in a Regular Meeting agenda (or call a Special Meeting to address) any item of business that is the subject of a petition signed by 20% of the Members requesting the Board to address such item of business.

- 4.15 Quorum of Directors.** A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. A Board member's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the Board members attending in person as well as by any Unit Owners present at a meeting. Directors may not vote or participate by proxy at Board of Directors meetings. Directors may not vote by secret ballot at Board of Directors meetings, except that Officers may be elected by secret ballot. Directors may use e-mail as a means of communication but, for so long as prohibited by the Act, may not cast a vote on an Association matter via e-mail.
- 4.16 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by Florida law. A Director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting. A Director who abstains from voting shall be deemed to have taken no position with regard to the action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.
- 4.17 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting,. If the adjourned meeting is to a different date, the date, time and location of the meeting shall be posted in a conspicuous location on the Condominium Property and if the adjournment is to a date more than 48 hours after the original meeting date and time, the notice provisions of Section 4.11 above shall apply. If the adjournment is to a later time in the same day no further notice need be given except for announcement at the meeting as to the time and place of the adjournment. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.
- 4.18 Compensation of Directors and Officers.** Directors and Officers shall not receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses, as determined by the Board of Directors, relating to the proper discharge of their respective duties.

4.19 Committees. The Board of Directors may establish and dissolve by resolution such standing or temporary advisory committees as it shall deem to be appropriate for the efficient and effective operation of the affairs and property of the Condominium. All committees may include persons who are not Unit Owners or Board members except standing committees, i.e. those having the assigned task of (i) making recommendations to the Board regarding the proposed annual budget or (ii) taking action on behalf of the Board. The resolution of the Board of Directors establishing a committee shall include the purpose of each committee and the committee's powers and duties. The Board may also indicate in such resolution whether the committee is "standing" or "temporary." The President of the Board shall recommend to the Board a Chairperson for each committee, to be voted on by the Board of Directors. Meetings of a committee to (i) take final action on behalf of the Board of Directors or (ii) make recommendations to the Board of Directors regarding the Association's budget shall be subject to the notice requirements set forth in Section 4.11 above and the participation requirements set forth in Section 4.12 above. Meetings of all other committees shall be exempt from these requirements, but may voluntarily post notices of their meetings and open such meetings to attendance by the Unit Owners.

4.20 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper Officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining all Common Elements and the Association property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property
- (d) Adopting and amending rules and regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Condominium Property, including but not limited to the Units, Common Elements, and Association Property, including reasonable admission charges if deemed appropriate, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefore.
- (f) Purchasing, leasing or otherwise acquiring title to, or an interest in, property in the name of the Association, or its designee, for the use and benefit of its Members. The power to acquire personal property shall be exercised by the Board and the power to acquire real property shall be exercised as described herein and in the Declaration.

(g) Purchasing, leasing or otherwise acquiring Units or other property, including, without limitation, Units at foreclosure or other judicial sales, all in the name of the Association, or its designee.

(h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.

(i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

(j) Obtaining and reviewing insurance for the Condominium and Association Property.

(k) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium, including, without limitation, the power to make and collect Assessments, and impose other charges and levies as permitted by the Declaration, these Bylaws or the Condominium Act.

(m) Purchasing or leasing Units owned by the Condominium or an entity owned by the Condominium or that are common elements for use by resident management personnel and other similar persons.

(n) Borrowing money on behalf of the Association or the Condominium when required in connection with the operation, care, upkeep and maintenance of Common Elements or the acquisition of real property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. if any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (n) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as the appurtenant interest of such Owner's Unit in the Common Elements bears to the interest of all Units in the Common Elements shall be entitled to obtain from the creditor a release of any Judgment or other lien that said creditor shall have filed or have the right to file against, or that will affect, such Owner's Unit.

Subject to the provisions of Article 10 below, contracting for the management and maintenance of the Condominium and Association Property and authorizing a managing agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and charges, preparation of financial statements and keeping of records, enforcement of the Condominium's legal documents including the Declaration

these Bylaws and the rules and regulations, maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these Bylaws and the Condominium Act, including, but not limited to, the making of Assessments and charges, promulgation of rules and execution of contracts on behalf of the Association.

(o) At its discretion, but within the parameters of the Condominium Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association Property for private parties and gatherings and imposing reasonable charges for such private use.

(p) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida not for profit corporation.

(r) Establishing a procedure to receive, review and respond to inquiries from Unit Owners. Such inquiries should be in writing and may be made to any Board member or the manager or management company. The Board shall establish a method to determine if an inquiry is such as to be placed on the agenda of a meeting of the Board. Pursuant to Section 718.112 (2) (a) (2) of the Act, if the inquiry is sent to the Board by certified mail, the Board must, within 30 days after receipt of such inquiry, respond to the inquirer (i) with a substantive response, or (ii) that the Board has requested a legal opinion regarding the inquiry, or (iii) that the Board has requested advice from the Division.

(s) Preparing and updating annually as required by Rule 61 B-23002 of the Florida Administrative Code (F.A.C.) a Questions and Answers Sheet (see Definitions at Section 1.3 above) and updating such Questions and Answers Sheet annually as required by the Act.

4.21 Emergency Powers. In accordance with Section 718.1265 of the Act, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared by the Governor for the State of Florida pursuant to Section 252.36, Florida Statutes, in the locale in which the Condominium is located, may, but is not required to, upon such notice to the Members given in any practicable manner, exercise the powers authorized in such Section 252.36 including evacuating or limiting access to the Condominium Property, entering into contracts, levying special assessments, and borrowing money.

The special powers authorized in this Section shall be limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' Family members, Tenants, Guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs.

V. OFFICERS

- 5.1 Officers and Elections.** The Officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. Any Officer may be removed with or without cause by a majority of all Directors at any meeting of the Board of Directors. Any person other than the President may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other Officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be additional Vice Presidents. An Officer who is more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy to be filled as set forth herein. An Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled as set forth herein until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. While such Officer has such criminal charge pending, he or she may not be appointed or elected to a position as an Officer. However, if the charges are resolved without a finding of guilt, the Officer shall be reinstated for the remainder of his or her term of office, if any.
- 5.2 President.** The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.
- 5.3 Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties as the Board of Directors shall assign.
- 5.4 Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall keep in safe custody the seal of the Association, to the extent that the Association has such as seal and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.
- 5.5 Treasurer.** The Treasurer shall have custody of all financial documents of the Association and be responsible for Association funds and securities, the keeping of full and accurate

amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

VI. FISCAL MATTERS

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

- 6.1 Depository.** The Association shall maintain its funds in federally insured accounts in financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors. The Board of Directors, or its designee, may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, FDIC backed investments, and other similar investment vehicles. All Association funds shall be maintained separately in the Association's name, except that, for investment purposes only, reserve funds may be commingled with operating funds as provided in Section 6.3 below.
- 6.2 Budget.** The Board of Directors shall adopt a budget of estimated revenues and expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed, hand-delivered or electronically transmitted (to those Unit Owners who have so consented) to the Owner of each Unit not less than 14 days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications in the form and manner required by Section 718.112(2)(f) of the Act.

In addition to annual operating expenses, each proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f) of the Act, unless the Members determine by a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests, to fund no reserves or less reserves than required by Section 718.112(2)(f) of the Act. 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 the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. Notwithstanding the foregoing, reserves may be "pooled," in which case any or all reserve funds may be used for any or all components of such pooled reserves without a vote of Members.

The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. The amounts proposed to be so funded shall be shown as a line item in the operating portion of the proposed budget. These funds may be spent for any purpose approved by the Board.

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 an amendment to a previously approved budget shall also require distribution of the proposed amended budget and notice to the Unit Owners as required for the adoption of the previously approved budget.

Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds. Operating and reserve funds may be combined in the quarterly Assessment paid by Unit Owners, provided that the operating and reserve funds are segregated within thirty (30) days after receipt (unless combined for investment purposes).

6.3 Member Rejection of Budget. If an annual budget adopted by the Board of Directors requires an Assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the Assessment for the previous fiscal year, the Board of Directors shall conduct a special meeting of Members to consider a substitute budget if, within twenty one (21) days after adoption of the annual budget, the Board of Directors receives a written request for a special meeting of Members from at least ten percent (10%) of the Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall provide each Unit Owner a notice of the meeting. 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. 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 of Directors shall take effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses which the Board of Directors does not expect to be incurred on a regular or annual basis, and Assessments for betterments to the Condominium Property shall be excluded from the computation in determining whether Assessments exceed one hundred and fifteen percent (115%) of Assessments for the prior fiscal year.

6.4 Assessments. Regular annual Assessments based on the adopted budget shall be paid quarterly, in advance, and shall become due on the first day of each quarter and shall become delinquent ten (10) days thereafter. Written notice of each installment shall be sent to the Members at least fifteen (15) days prior to the due date, but failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the first installment of the previous fiscal year and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due installment.

6.5 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses.

Special Assessments are due on the day or dates specified in the resolution of the Board of Directors approving such Special Assessments. Such Special Assessments, unless, as provided in the Declaration, are approved by a majority of the Members in attendance at the meeting at which such Special Assessment is addressed, shall be subject to any amount limitations set forth in the Declaration. Written notice of any Board of Directors meeting at which a non-emergency Special Assessment will be considered shall be posted and mailed to each Member as provided in Section 4.11 hereof. The notice to Unit Owners that any Special Assessment has been levied must contain a statement of the purpose(s) of the Special Assessment, and the funds collected must be spent for the stated purpose(s), as required by Section 718.116(10) of the Act. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future Assessments.

- 6.6 Financial Report.** Within 90 days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by an independent certified public accountant, a financial report for the preceding fiscal year meeting the requirements of Section 718.111(13) of the Act. Within 21 days after the financial report is completed or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall mail or hand deliver to each Unit Owner a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the Unit Owner, without charge, within five (5) business days after receipt of a written request from the Unit Owner. If approved by a majority of the Voting Interests present in person or by proxy at a properly called meeting of Members, the Association may complete, or cause to be completed, a lesser financial report than otherwise required pursuant to Section 718.111(13) of the Act. Such meeting and approval must occur before the end of the fiscal year and is effective only for the fiscal year in which the vote is taken, except that the approval may also be effective for the following fiscal year.
- 6.7 Fiscal Year.** The fiscal year shall be January 1 through December 31, unless modified by the Board of Directors in accordance with Internal Revenue Service regulations.
- 6.8 Estoppel Certificates.** Upon the written or electronic (to the Association's e-mail address) request of a Unit Owner, a designee of a Unit Owner, or a Unit mortgage holder or such mortgage holder's designee, the Association shall issue an estoppel certificate for such Unit as required by Section 718.116(8) of the Act. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

VII. COMPLIANCE AND DEFAULT; REMEDIES

In addition to the remedies provided elsewhere in the Condominium Documents, the following provisions shall apply:

- 7.1 Mandatory Non-Binding Arbitration.** If unresolved, disputes between the Board and Members as defined in Section 718.1255(1) of the Act, must be arbitrated in mandatory

nonbinding arbitration proceedings as provided in the Act prior to commencing litigation, so long as the Act requires such arbitration.

7.2 Fining and Suspension.

(a) Condominium Document Violations. Pursuant to the Act, the Association may levy reasonable fines for the failure of the Unit Owner or its occupant, licensee, or invitee to comply with any provision of the Condominium Documents. The Association may also suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Condominium Documents. A fine may not exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed One Thousand Dollars (\$1,000.00) in the aggregate. A fine may not become a lien against the Unit unless authorized by law. No fine shall be imposed by the Board without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three 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. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the proposed fine or suspension is approved by the committee, the fine payment is due ten (10) days after the date of the committee meeting at which the fine is approved. If the Board imposes a fine or suspension, the Association must 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. The Board may establish additional rules or procedures as it deems appropriate to ensure compliance with the Act. If, at any time, the Act is amended to require a different procedure prior to the imposition of a fine or suspension, the Association shall operate as required or authorized by the Act.

(b) Delinquency. The Association may suspend the right of a Unit Owner or the unit's occupant, licensee, or invitee to use the Common Elements, common facilities, or any other Association Property due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than 90 days delinquent, or such other time period the Board of Directors may adopt by resolution from time to time that is consistent with the Act. The Association may also suspend the voting rights of a Unit Owner or Member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000.00 and more than 90 days delinquent, or such other amount and time period the Board of Directors may adopt by resolution from time to time that is consistent with the Act. All suspensions imposed pursuant to this subsection must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Unit Owner, and, if applicable, the Unit's occupant, licensee or invitee by mail or hand-delivery. Proof of such obligation must be provided to the Unit Owner thirty (30) days before the suspension of voting rights takes effect. The suspension of use rights and voting rights ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Unit Owner or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or

number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Condominium Documents.

(c) Multiple Units. The suspensions permitted by (a) and (b) 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 a Member.

7.3 No Waiver for Failure to Enforce. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

7.4 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents, both as may be amended from time to time.

VIII. AMENDMENT OF BYLAWS

8.1 Proposal for Amendment. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board of Directors signed by least 25% of the Voting Interests.

8.2 Procedure for Amendment. Upon any amendment being proposed as provided above, the proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given. The text of the proposed amendment shall accompany the notice of meeting or a notice that a vote will occur by written consents in lieu of a meeting. A proposed amendment shall contain the full text of the language with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. In the latter case, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaws, Section for present text." Non-material errors or omissions in the Bylaws amendment process shall not invalidate an otherwise properly promulgated amendment.

8.3 Vote Required for Amendment. Except as otherwise provided by law, or by specific provision of these Bylaws, a proposed amendment to these Bylaws shall be adopted if it is approved by at least a majority of the Voting Interests present (in person or by proxy) and voting, at an annual or special meeting of Members at which a quorum has been established, or by the written consents of such majority of Voting Interests in lieu of a meeting, provided that notice of the proposed amendment has been given to the Members in accordance with the Condominium Act and these Bylaws. These Bylaws shall be deemed amended by virtue of revisions to statutes and regulations which control over conflicting provisions of these Bylaws.

Notwithstanding the above, the Board of Directors shall have the authority to amend these Bylaws in order to conform the provisions thereof with such revisions to statutes and regulations. In addition, the Board of Directors may amend these Bylaws to correct scrivener's errors or omissions, and amend and restate these Bylaws in order to consolidate into one document amendments previously adopted by the Members or the Board of Directors. Amendments adopted by the Board of Directors shall occur at a duly noticed Board of Directors meeting (with adoption of the amendments set forth on the agenda).

- 8.4 Certificate; Recording; Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

IX. MINUTES AND INSPECTION OF RECORDS

Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures and all other records of the Association shall be available for inspection by Members within ten (10) working days after receipt by the Board of a written request. The Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying. All other provisions of Section 718.111(12) of the Act are applicable.

X. COMPETITIVE BIDDING AND CONFLICTS OF INTEREST

- 10.1 Requirements for Competitive Bidding.** All contracts as further described in this Section or any contract that is not to be fully performed within one year after the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Act, and all contracts for the provision of services, shall be in writing. Competitive bids shall be required for all contracts for the purchase, lease, or renting of materials or equipment, or for the provision of services, requiring payment of more than five percent (5%) of the total annual budget of the Association, including reserves. Nothing contained herein shall be construed to require the Association to accept the lowest bid. These requirements for competitive bidding shall not apply to (i) contracts with employees of the Association, and contracts for an attorney, accountant, architect, community association manager, engineering, and landscape architect services, or (ii) if the business entity with which the Association desires to enter into a contract is the only source of supply within Lee or Collier County. Nothing contained in this Section is intended to limit the ability of the Association to (i) obtain needed products and services in an emergency, or (ii) seek competitive bids for products or services exempted above or those costing less than 5% of the total annual budget of the Association.
- 10.2 Conflicts of Interest.** Conflicts of interests of Directors and Officers, and relatives of Directors and Officers, and contracts and other transactions between the Association and one or more of its Directors or Officers, their relatives or entities in which one or more Directors or Officers or their relatives are financially interested are subject to Sections

718.112(2)(p), 718.3026 and 718.3027 of the Act. As used in this Section, the term “relative” means a relative within the third degree of consanguinity by blood or marriage.

10.3 Conflict of Interest Statements to be Completed and Filed with the Board of

Directors. Within thirty (30) days after being elected or appointed as a Director, and annually thereafter, within thirty (30) days after the annual meeting of Members, each Director shall complete a conflict of interest statement in the form adopted or acceptable to the Board of Directors from time to time. Key personnel of any management company or the manager engaged by the Board of Directors shall also complete such conflict of interest statement within thirty (30) days after the commencement of such engagement and annually thereafter within thirty (30) days after the annual meeting of Members.

XI. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall guide the conduct of meetings unless in conflict with Florida law or the Condominium Documents. The chairperson of the meeting may appoint a person to act as parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

XII. MISCELLANEOUS

- 12.1 Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.
- 12.2 Gender.** The use of the term “he,” “she,” “him,” “her,” “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.
- 12.3 Severability.** Should any part of these Bylaws be deemed void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- 12.4 Conflict.** If there is an irreconcilable conflict between any provision of these Bylaws and the Act, the Act shall control. If there is a conflict with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of these Bylaws.
- 12.5 Waiver of Objections.** The failure of the Board or any officers of the Association to comply with any terms and provisions of the Governing Documents that relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such defect shall be waived if it is not objected to by a Member of the Association within thirty (30) days after the Member is notified, or becomes aware, of the defect. Furthermore, if such defect occurs at a general or special meeting, the defect shall be waived as to all Members who received notice of the meeting and failed to object to such defect at the meeting.