

1 **PROPOSED THIRD AMENDED AND RESTATED**
2 **BYLAWS**
3 **OF**
4 **PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC.**

5 **SUBSTANTIAL REWORDING OF BYLAWS -**
6 **SEE CURRENT BYLAWS FOR PRESENT TEXT**

7 **1. IDENTITY.** These are the Amended and Restated Bylaws (“Bylaws”) of Park Shore
8 Landings Condominium Association, Inc., a Florida not-for-profit corporation formed for the
9 purpose of administering Park Shore Landings Condominium, a Condominium (“Condominium”)
10 which is located at 405 Park Shore Drive, Naples, Florida 34013, Collier County, Florida, upon
11 the lands described in the Declaration of Condominium. (The corporation is referred to as the
12 “Association.”)

13 **2. Office.** The office of the Association is at such location as may from time to time be
14 determined by the Board.

15 **2.1 Fiscal Year.** The fiscal year of the Association is the calendar year, unless
16 otherwise determined by the Board.

17 **2.2 Seal.** A corporate seal for the Association may be adopted and may be changed by
18 the Board and shall bear the name or abbreviated name of the Association, the word “Florida,” the
19 year of establishment, and shall identify the Association as a not-for-profit corporation. A common
20 seal may be used in lieu of a raised corporate seal. A seal is not required to validate corporate
21 actions unless specifically required by law.

22 **2.3 Definitions.** All terms used in these Bylaws, whether capitalized or not, have the
23 same meaning to the extent applicable, and except where the context would otherwise suggest, as
24 set forth in the Articles of Incorporation for the Association, the Declaration of Condominium and
25 the Florida Condominium Act, Chapter 718, Florida Statutes (the “Act”), all as amended from time
26 to time.

27 **3. MEMBERS’ MEETINGS.**

28 **3.1 Annual Meetings.** Annual Members’ meetings shall be held at such convenient
29 location as determined by the Board. The annual meeting shall be held on the date and time
30 determined by the Board for the purpose of transacting any business authorized to be transacted
31 by the Members.

32 **3.2 Special Meetings.** Special Members’ meetings shall be held whenever called by
33 the President or by the Board, and shall be called by the President or Secretary within a reasonable
34 time of receipt of written notice from ~~twenty-fiveten~~ percent (~~25~~10%) of the Voting Interests of
35 the Association when the subject of the request is a proper issue for Unit Owner voting as set forth
36 in the Condominium Documents or the Act. Members’ meetings to recall a Member or Members
37 of the Board may be called by ten percent (10%) of the Voting Interests of the Association who

Exhibit “C” to Amended and Restated Declaration of Condominium
(Amended and Restated Bylaws)

1 shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section
2 718.112(2)(j) of the Act.

3 **3.3 Notice of Members' Meetings.** Notice of all Members' meetings, stating the time,
4 place, and purpose(s) of the meeting, shall be sent to each Member by U.S. regular mail or by e-
5 mail, unless waived in writing, at least fourteen (14) days prior to the meeting. The Association
6 shall only be obligated to mail, e-mail or deliver notice to one location, no matter how many
7 persons own a Unit, and no matter how many other residences such Owner may have. In the
8 absence of written direction to the contrary, notices will be given to the address of the Unit and/or
9 to the last e-mail address supplied by the Owner. Only Unit Owners of record on the date notice
10 of any meeting requiring their vote is given, who have complied with all transfer approval and
11 processing requirements contained in the Condominium Documents shall be entitled to notice of
12 and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate
13 evidence, of their bona fide ownership interest pursuant to the Condominium Documents. Hand
14 delivery and electronic notice of membership meetings is permissible. Officers required to give
15 notice may delegate the actual giving of notice to another person, such as an Assistant Officer or
16 managing agent. Any Members' meeting or election at which one (1) or more Directors are to be
17 elected must be noticed as provided for in Article 2.4. An Officer of the Association or other person
18 providing notice shall execute an affidavit of mailing, which shall be retained in the official records
19 of the Association as proof of such mailing. The notice of the annual meeting shall include an
20 agenda for all known substantive matters to be voted on, or have such an agenda attached to it. A
21 copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location,
22 designated by Board resolution in the manner provided by law at least fourteen (14) days in
23 advance of the meeting.

24 Notice of specific meetings may be waived before or after a meeting, and the attendance of any
25 Member (or person authorized to vote for such Member) shall constitute such Member's waiver
26 of notice of such meeting, except when his or her (or his or her proxyholder's) attendance is for
27 the sole and express purpose of objecting at the beginning of the meeting to the transaction of
28 business because the meeting is not lawfully called.

29 **3.4 Board of Directors Election Meetings - Notice and Procedure.** The regular
30 election of Directors shall occur as the first item of business at the annual meeting.

31 **3.4.1** Not less than sixty (60) days before a scheduled election, the Association
32 shall provide to each Member entitled to vote, a first notice of the date of the election. Any person
33 desiring to be a candidate for the Board shall give written notice to the Association not less than
34 forty (40) days before the scheduled election. Not less than fourteen (14) days before the election,
35 the Association shall mail or deliver a second notice of the election to all Members entitled to vote
36 therein, together with a written secret ballot containing the names of all properly pre-qualified
37 candidates which shall include an information sheet (if provided by the candidate), no larger than
38 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot,
39 with the costs of copying and mailing to be borne by the Association.

1 **3.4.2** There is no quorum requirement necessary for an election. However, at least
2 twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election,
3 and elections shall be decided by a plurality of those votes cast.

4 **3.4.3** In the event that there are only as many (or fewer) candidates pre-qualified
5 for election as there are open seats on the Board, no election shall be held, and the pre-qualified
6 candidates shall automatically become Members of the Board after the annual meeting, or in the
7 event no annual meeting is held due to lack of a quorum or otherwise, the date upon which the
8 annual meeting was scheduled.

9 **3.4.4** The Board may establish additional election rules or procedures as it deems
10 appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the
11 Act relative to election procedures is sufficient.

12 **3.5 Quorum/Voting.** A quorum at Members' meetings shall consist of persons entitled
13 to cast thirty percent (30%) of the Voting Interests of the entire membership. Voting rights may be
14 suspended as provided by the Act. Those Members whose voting rights are suspended pursuant to
15 the terms of the Condominium Documents and/or Florida law shall be subtracted from the required
16 number of votes in any calculation for purposes of determining whether a quorum is present during
17 the period of suspension. Such Voting Interests shall likewise be subtracted from the required
18 number of votes when calculating any required vote as set forth in the Condominium Documents
19 or the Act. Decisions made by a majority of the Voting Interests present and voting, in person or
20 by proxy, at a meeting at which a quorum has been attained, shall be binding and sufficient for all
21 purposes except such decisions as may by the Act or the Condominium Documents require a larger
22 percentage, in which case the percentage required in the Act or the Condominium Documents shall
23 govern. To the extent lawful, Members may join in any action taken at a meeting of the Members
24 through written approval of such action executed after the meeting, and such approval shall be as
25 though the Member duly approved the action of the meeting in question.

26 **3.5.1 Units Owned by Association.** No Voting Interest or consent right allocated
27 to a Unit owned by the Association is exercised or considered for any purpose, whether for a
28 quorum, an election or otherwise, as provided in the Act. Whenever a Unit owned by the
29 Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting
30 Interest attributable to that Unit is subtracted from the required number of votes when calculating
31 any required vote for quorum for the period during which the Association owns the Unit.

32 **3.6 Indivisible Vote.** Each Unit has one (1) indivisible vote. If a Unit is owned by
33 spouses, either record Owner may vote on behalf of the Unit. If a Unit is required to designate a
34 Primary Occupant pursuant to the Declaration, the Primary Occupant shall vote. If a Unit is not
35 required to designate a Primary Occupant because title was taken before the requirement for
36 designation of a Primary Occupant was included in the Declaration, voting will be as follows: if a
37 Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is
38 owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is
39 owned in trust, any grantor or trustee of a trust shall be entitled to vote. If a Unit is owned by a
40 limited liability company, any member, manager, or officer may vote on behalf of the limited

1 liability company. Any person with bona fide apparent authority asserting the right to vote on
2 behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of
3 said Unit, unless the Unit has filed voting instructions with the Association designating some other
4 person entitled to vote or if the Association has reasonable cause to believe such person is not
5 eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a
6 vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists.
7 Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the
8 voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium
9 Documents and/or Florida law.

10 **3.7 Voting/Proxies.** Votes may be cast in person or by proxy. Members and
11 proxyholders may participate in Association meetings via telephone, or other means of remote
12 participation, if permitted by the Association. Absent a resolution of the Board to the contrary, the
13 President of the Association has the authority to determine whether Members or holders of proxies
14 should be allowed to participate in any particular meeting of the Membership by telephonic
15 conference, or other means of remote participation. In order for a proxyholder to participate
16 telephonically or remotely in an Association meeting, a copy of the proxy must be provided to the
17 Association prior to the start of the meeting. Only Members or the spouse of a Member may be
18 delegated (including through use of a Power of Attorney) to hold proxies, provided that the Board
19 may designate agents of the Association (including, but not limited to, Association legal counsel
20 or the Association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and
21 dated, and shall be valid only for the particular meeting designated therein or an adjournment
22 thereof, but in no event for more than ninety (90) days, and must be filed with the Association
23 before or at the voter registration immediately preceding the meeting or adjournment thereof.
24 Except as specifically otherwise provided by law, Members may not vote by general proxy, but
25 may vote by limited proxies substantially conforming to a limited proxy form adopted by the
26 Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general
27 proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding
28 reserves, for votes taken to waive financial statement requirements, for votes taken to amend the
29 Declaration, for votes taken to amend the Articles of Incorporation or Bylaws, and for any other
30 matter which the Act requires or permits a vote of the Members. No proxy, limited or general,
31 shall be used in the election of Board members. General proxies may be used for other matters for
32 which limited proxies are not required, and may also be used in voting for non-substantive changes
33 to items for which a limited proxy is required and given. A photographic, photostatic, facsimile,
34 electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may
35 retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent
36 to cast a proxy vote. The use of proxies is to be liberally construed.

37 **3.8 Adjournment.** If any meeting of Members cannot be convened because a quorum
38 is not present, or if insufficient Voting Interests are represented to approve a proposed item of
39 Association business, or in any case where a majority of the Voting Interests present (in person or
40 by proxy) so agree, the Members who are present (either in person or by proxy) may adjourn the
41 meeting from time to time until a quorum is present, or enough votes can be cast to decide a
42 question, or the meeting can be reconvened consistent with the intention of the Members in their
43 approval of the adjournment. When a meeting is adjourned it shall not be necessary to give notice

1 to all Members of the time and place of its continuance, provided that the specific date, time and
2 location of the adjourned meeting was announced at the original meeting. Any business which
3 might have been conducted at the meeting as originally scheduled may instead be conducted at the
4 continuance, provided a quorum is then present, in person or by proxy.

5 **3.9 Order of Business.** The agenda and order of business at annual Members’ meetings
6 and, as far as applicable at all other Members’ meetings, shall be:

7 **3.9.1** Call to order by the President;

8 **3.9.2** At the discretion of the President, appointment by the President of a
9 chairman of the meeting (who need not be a Member or a Director);

10 **3.9.3** Appointment by the President (or chairman) of inspectors of election;

11 **3.9.4** Election of Directors;

12 **3.9.5** Calling of the roll, certifying of proxies and determination of a quorum; or,
13 in lieu thereof, certification and acceptance of registration procedures establishing the number of
14 persons present in person or by proxy;

15 **3.9.6** Proof of notice of the meeting or waiver of notice;

16 **3.9.7** Action on unapproved minutes, if any;

17 **3.9.8** Reports of Officers, if any;

18 **3.9.9** Reports of Committees, if any;

19 **3.9.10** Action on voting items included by Board in meeting materials, if any;

20 **3.9.11** Adjournment.

21 **3.10 Video Conference Meetings/Electronic Voting.** Meetings of the Members may
22 be conducted by video conference, if authorized by the Board, as provided by the Act. The Board
23 shall have the authority to authorize electronic voting and establish the procedures to be used in
24 connection therewith, as provided by the Act.

25 **3.11 Action Without a Meeting.** Any action required to be taken at any annual or
26 special meeting of Members, or any action which may be taken at any annual or special meeting
27 of such Members, may be taken without a meeting, without prior notice, and without a vote, if a
28 consent in writing setting forth the action so taken shall be signed by the requisite number of
29 Voting Interests to approve the action.

30 **3.12 Association Website.** Effective January 1, 2026, and so long as required by the
31 Act, the Association shall maintain a website as required by the Act. By way of example, and not

1 limitation, the following items shall be available through the Association’s website, so long as
2 required by the Act, along with any other information required by the Act:

3 **3.12.1** The recorded Declaration of Condominium and each amendment to each
4 Declaration.

5 **3.12.2** The recorded Bylaws of the Association and each amendment to the
6 Bylaws.

7 **3.12.3** The Articles of Incorporation, or other documents creating the Association,
8 and each amendment thereto. The copy posted pursuant to this sub-subparagraph must be a copy
9 of the Articles of Incorporation filed with the Department of State.

10 **3.12.4** The Rules of the Association.

11 **3.12.5** The approved minutes of all Board meetings over the preceding twelve (12)
12 months.

13 **3.12.6** The video recording or a hyperlink to the video recording for all meetings
14 of the Association, the Board, any Committee, and the Unit Owner which are conducted by video
15 conference over the preceding twelve (12) months.

16 **3.12.7** A list of all executory contracts or documents to which the Association is a
17 party or under which the Association or the Unit Owners have an obligation or responsibility and,
18 after bidding for the related materials, equipment, or services has closed, a list of bids received by
19 the Association within the past year. Summaries of bids for materials, equipment, or services which
20 exceed \$500 must be maintained on the website for one (1) year. In lieu of summaries, complete
21 copies of the bids may be posted.

22 **3.12.8** The annual budget required by the Act and any proposed budget to be
23 considered at the Annual Meeting.

24 **3.12.9** The financial report required by the Act and any monthly income or expense
25 statement to be considered at a meeting.

26 **3.12.10**The certification of each Director required by the Act.

27 **3.12.11**All contracts or transactions between the Association and any Director,
28 Officer, corporation, firm, or association that is not an affiliated condominium association or any
29 other entity in which an Association Director is also a Director or Officer and financially interested.

30 **3.12.12** Any contract or document regarding a conflict of interest or possible
31 conflict of interest as provided in Section 468.4335 and Section 468.436(2)(b)6., Florida Statutes
32 (2025) and the Act.

1 **3.12.13** The notice of any Unit Owner meeting and the agenda for the meeting, as
2 required by the Act, no later than fourteen (14) days before the meeting. The notice must be posted
3 in plain view on the front page of the website, or on a separate subpage of the website labeled
4 “Notices” which is conspicuously visible and linked from the front page. The Association must
5 also post on its website any document to be considered and voted on by the Owners during the
6 meeting or any document listed on the agenda at least seven (7) days before the meeting at which
7 the document or the information within the document will be considered.

8 **3.12.14** Notice of any Board meeting, the agenda, and any other document required
9 for the meeting as required by the Act, which must be posted no later than the date required for
10 notice pursuant to the Act.

11 **3.12.15** The inspection reports described in Section 553.899, Florida Statutes, and
12 Section 718.301(4) of the Act and any other inspection report relating to a structural or life safety
13 inspection of Condominium Property.

14 **3.12.16** The Association’s most recent structural integrity reserve study, if
15 applicable.

16 **3.12.17** Copies of all building permits issued for ongoing or planned construction.

17 **3.12.18** A copy of all affidavits required by the Act.

18 **3.12.19** The name and contact information for each community association
19 manager or representative of a community association management firm assigned to the
20 community association, the manager’s or representative’s hours of availability, and a summary of
21 the duties for which the manager or representative is responsible. The community association
22 manager or community association management firm shall update the Association and its
23 Members within fourteen (14) business days after any change to such information.

24 **3.12.20** The person or entity with a street address or e-mail address for receipt of
25 a request for an estoppel certificate.

26 **4. BOARD OF DIRECTORS.**

27 **4.1 Number, Term, and Qualifications.** The affairs of the Association shall be
28 governed by a Board composed of not less than five (5) but no more than seven (7) Directors. The
29 size of the Board of Directors shall be determined by a resolution of the Board not less than sixty
30 (60) days prior to the annual meeting, provided that if there are not enough eligible candidates for
31 the Board, the Board shall be comprised of five Directors. All Directors shall be Members or the
32 spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit
33 cannot simultaneously serve on the Board, except as permitted by the Act. When a Unit is owned
34 by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant,
35 as designated pursuant to the Declaration, and the spouse of the Primary Occupant shall be eligible
36 for Board membership. If the Unit is excused from designation of a Primary Occupant because the
37 entity held title before the effective date of the requirement for designation of a Primary Occupant,

1 then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Grantors,
2 trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the
3 spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary
4 of a trust, or the spouse of such person, seeks candidacy (and is not identified on the deed to the
5 Unit as the grantor, trustee or beneficiary of the trust), a copy of the trust document, affidavit
6 (certificate) of trust or abstract of trust prepared by a licensed attorney must be provided to the
7 Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document
8 can be redacted to keep financial information confidential; however, the document must clearly
9 indicate the grantor, trustee and the beneficiaries of the trust. A person who has been convicted of
10 any felony in this State or in a United States District or Territorial Court, or who has been convicted
11 of any offense in another jurisdiction that would be considered a felony if committed in this State,
12 is not eligible to serve on the Board, unless such felon's rights have been restored for a period of
13 at least five (5) years as of the date on which such person seeks election to the Board. A person
14 who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and
15 Mobile Homes pursuant to the Act, or who is financially delinquent as provided by the Act, is not
16 eligible for Board candidacy or membership, as applicable.

17 All Directors will be elected for a two (2)-year term. It is the intention of these Bylaws that a
18 staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold
19 seats in future elections open for one or two-year terms, when necessary or appropriate. In any
20 election where candidates are elected for different terms, those candidates receiving the higher
21 number of votes shall be elected to the lengthier term. In the event that there is no election, such
22 as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are
23 seated shall agree amongst themselves who shall serve the two-year terms and who shall serve the
24 one-year terms. That decision shall be recorded in the minutes of a duly noticed Board meeting. In
25 the event the Directors cannot agree on which among them shall serve the lengthier and shorter
26 terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be
27 elected to a lengthier term. The term of each Director's service shall extend until their elected term
28 is completed, which shall be the date of the second annual meeting after at which they were elected.
29 Resignations of Directors are effective when received by the Association in writing, unless a later
30 date is stated. In the event a resignation is to take effect at a later date, the resigning Director shall
31 remain on the Board until the effective date of the resignation and may, during this time, vote on
32 all matters before the Board including, but not limited to, any vote to appoint a replacement
33 Director created by his or her resignation. So long as required by the Act, the term limit provisions
34 of the Act shall apply to Director terms, commencing with terms beginning on or after July 1,
35 2018.

36 **4.2 Board Vacancies.** Except as provided in Article 3.1, vacancies on the Board may
37 be filled by appointment by a majority vote of the remaining Directors for the remainder of the
38 unexpired term, as provided in Article 3.1, unless the Board votes to have the vacancy filled by a
39 special election of the Members. When a Director has been recalled by the membership, the
40 vacancy created by his or her removal cannot be filled with the same person as has been removed
41 from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by
42 the membership, as provided by law.

1 **4.3 Organizational Meeting.** The organizational meeting of each newly-elected Board
2 to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a
3 quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held
4 immediately following the annual meeting of the Members.

5 **4.4 Regular Meetings.** Regular meetings of the Board may be held at such time and
6 place as shall be determined from time to time by a majority of the Directors. Notice of regular
7 meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail,
8 electronic mail, telephone, or facsimile at least two (2) days prior to the day named for such
9 meeting. If required by the Act, the Board shall meet at least once each quarter. If required by the
10 Act, at least four (4) times each year the meeting agenda must include an opportunity for Unit
11 Owners to ask questions of the Board.

12 **4.5 Special Meetings.** Special meetings of the Directors may be called by the President
13 and must be called by the Secretary at the written request of a majority of the Directors. Not less
14 than two (2) days' notice of the meeting (except in an emergency) shall be given to each Director
15 personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time,
16 place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for
17 the Board to take up an item of business at a regular or special meeting of the Board. Such meeting
18 must be held within sixty (60) days of receipt of the petition. The Board is not required to take any
19 particular action as a result of such petitions.

20 **4.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after
21 the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a
22 Director at a meeting shall constitute waiver of notice of the meeting.

23 **4.7 Notice to Owners of Board Meetings.** Notice of meetings, which notice shall
24 specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these
25 Bylaws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of
26 Members, except in an emergency. If closed circuit television is available, the Board may use same
27 for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly
28 Assessment or Special Assessment is to be considered shall specifically state: (1) that Assessments
29 will be considered and (2) the estimated cost and description of the purpose for such Assessments.
30 Further, written notice of any meeting at which non-emergency Special Assessments, or at which
31 amendment to rules regarding Unit use will be considered, or where the Board will establish the
32 deductible feature of the Association's insurance policies, shall be mailed or delivered (including
33 electronic delivery as provided by law) to the Members and posted conspicuously, as provided in
34 Article 2.3 of these Bylaws, not less than fourteen (14) continuous days prior to the meeting.
35 Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person
36 giving notice, where required by law, and shall be filed among the official records of the
37 Association. Notice of contracts being considered by the Board at a meeting shall be disclosed if
38 and as required by the Act. If required by the Act, if an agenda item relates to the approval of a
39 contract for goods or services, a copy of the contract must be provided with the notice and be made
40 available for inspection and copying upon a written request from a Unit Owner or if the Association

1 is required to maintain a website pursuant to the Act, be made available on the Association's
2 website or through an application that can be downloaded on a mobile device.

3 **4.8 Owner Right to Speak at Board Meetings.** Meetings of the Board, at which a
4 majority of the Board members are present, shall be open to all Members. Members may not
5 designate third persons, through power of attorney or otherwise, to attend Board meetings unless
6 agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right
7 to speak with reference to all designated agenda items and, if required by the Act, to ask questions
8 relating to reports on the status of construction or repair projects, the status of revenues and
9 expenditures during the current fiscal year, and other issues affecting the Condominium; provided,
10 however, the Board may adopt reasonable rules governing the frequency, duration, and manner of
11 Member statements and questions. Unless otherwise provided by the Board, each Member is
12 entitled to speak for three (3) minutes with reference to each designated agenda item and three (3)
13 minutes, cumulatively, as to any questions. Unit Owners may record meetings of the Board and
14 meeting of the Members, but may not post such recordings on any website or other media which
15 can be readily viewed by persons who are not Members of the Association. The Board may adopt
16 reasonable rules governing the recording of meetings of the Board and the membership. Board
17 meetings subject to the attorney-client privilege and Board meetings involving personnel matters
18 shall not be open to Member attendance.

19 **4.9 Board Meetings, Quorum, and Voting.** The designation of the agenda for Board
20 meetings shall be at the discretion of the President. However, the President shall be obligated to
21 include any item on the agenda for a Board meeting, if requested reasonably in advance and in
22 writing, by a majority of the Directors, and where required due to petition from twenty percent
23 (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the
24 number of required Directors. The acts approved by a majority of the Board present and voting at
25 a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot
26 at Board meetings (except that Directors may vote by secret ballot when electing Officers). A vote
27 or abstention for each Board member present shall be recorded in the minutes. A Director of the
28 Association who abstains from voting on any action taken on any corporate matter shall be
29 presumed to have taken no position with regard to the action. If at any meeting of the Board there
30 is less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the
31 Director(s) present may adjourn the meeting from time to time until a quorum is present, and no
32 further notice need be given except for announcement at the meeting as to the date, time, and place
33 of the adjournment. At any adjourned meeting, any business which might have been transacted at
34 the meeting as originally called may be transacted. Absent Directors may later sign written joinders
35 in Board actions, but such joinders may not be used for purposes of creating a quorum or counted
36 as official votes for the Board's meeting. Directors may participate telephonically or remotely in
37 Board meetings, as provided by law.

38 **4.10 Video Conference Board Meetings.** The Board may hold meetings by video
39 conference as provided by the Act and may hold meetings by telephone conference or other
40 methods of remote real time meeting technology.

1 **4.11 Presiding Officer.** The presiding Officer at Directors’ meetings shall be the
2 President, and in his or her absence, the Vice President. In the absence of the presiding Officer,
3 the Directors present shall designate one of their number to preside. The presiding Officer may
4 permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.

5 **4.12 Director Compensation.** Directors serve without pay but are entitled to
6 reimbursement for expenses reasonably incurred.

7 **5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers of the
8 Association existing under the laws of Florida generally, Florida Not For Profit Corporation
9 Statute, the Act, and the Condominium Documents, all as amended from time to time, shall be
10 exercised exclusively by or under the direction of the Board, or a duly authorized Board member,
11 Officer, Committee member, Management, agent, contractor, or employee, when said powers or
12 duties have been delegated by the Board, subject only to the approval by Members when such is
13 specifically required. In the event of a question or dispute whether a Board power has been
14 properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and
15 such ratification shall relate back to the act in question unless otherwise specified by the Board.
16 The powers of the Board include, but are not limited to, the power:

17 **5.1 To Assess.** The Board shall adopt budgets and make and collect special and
18 periodic Assessments against Owners to defray the costs of the Association.

19 **5.2 To Expend Association Funds.** The Board shall use the proceeds of Assessments
20 in the exercise of the Association’s powers and duties.

21 **5.3 To Maintain the Condominium Property.** The Board shall maintain, repair,
22 replace, and operate the property within the Condominium.

23 **5.4 To Adopt Regulations.** The Board shall enact and may amend Rules and
24 Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
25 Common Elements, Limited Common Elements, and Association Property, and to enact rules,
26 policies, and resolutions pertaining to the operation of the Association, subject to any limitations
27 contained in the Declaration.

28 **5.5 To Reconstruct After Casualty.** The Board may reconstruct the Units, Common
29 Elements, Limited Common Elements, and Association Property improvements after casualty and
30 may further improve the property, as specified in the Declaration.

31 **5.6 To Approve Transfers.** The Board may approve or disapprove proposed leases,
32 transfers, and other passages of title in the manner and to the extent provided by the Declaration,
33 and may charge a preset fee, not to exceed the maximum permissible by law, in connection with
34 such right of approval. In connection with the lease of Units, the Board may require the posting of
35 a security deposit to protect against damages to the Common Elements or Association Property, in
36 the manner provided by law.

1 **5.7 To Enforce.** The Board may enforce by legal means the provisions of applicable
2 laws and the Condominium Documents, and may interpret the Condominium Documents, as the
3 final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

4 **5.8 To Contract.** The Board may contract for management, maintenance, and
5 operation of the Condominium and the Association.

6 **5.9 To Insure.** The Board shall carry insurance for the protection of the Members and
7 the Association, pursuant to requirements contained in the Declaration and the Act.

8 **5.10 To Pay Utility Bills.** The Board shall pay the cost of all utility services rendered to
9 the Condominium and not billed to Owners of individual Units.

10 **5.11 To Hire and Discharge.** The Board may employ personnel and designate other
11 agents to be paid a reasonable compensation and grant them such duties as deemed appropriate for
12 proper administration of the purposes of the Association.

13 **5.12 To Sue and Be Sued.** The Board may bring and defend suits and other proceedings
14 and may exercise business judgment as to whether the interests of the Association are best served
15 with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

16 **5.13 To Deal in Real and Personal Property.** The Board may make and execute
17 contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other
18 instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal
19 property subject to the provisions of the Declaration. The Board may grant or modify easements
20 and licenses over the Condominium Property necessary or desirable for proper operation of the
21 Condominium.

22 **5.14 To Enter Into Contracts for Products and Services.** All contracts for the
23 purchase, lease, or renting of materials or equipment, or which are not to be fully performed within
24 one year, and all contracts for services shall be in writing. As to any such contract which requires
25 payment exceeding five percent (5%) of the gross budget including reserves (except for contracts
26 with employees of the Association, attorneys, accountants, architects, engineers, landscape
27 architects, and community association managers), the Association shall obtain competitive bids
28 unless the products and services are needed as the result of an emergency, or unless the desired
29 supplier is the only source of supply within the county serving the Association. The Board need
30 not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this
31 Article, any renewal of that contract is not subject to such competitive bid requirements if the
32 contract contained a provision that allowed the Board to cancel a contract on thirty (30) days'
33 notice. Materials, equipment, or services provided to a Condominium under a local government
34 franchise agreement by a franchise holder are not subject to the competitive bid requirements of
35 this Article.

36 **5.15 To Levy Fines and Suspend Rights.** The Board may, pursuant to the Act, impose
37 fines not to exceed the maximum permissible by law (currently \$100.00 per violation and
38 \$1,000.00 for ongoing violations), and/or suspend the right to use Common Elements, common

1 facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of
2 the Unit or any other Person set forth in the Act to comply with the provisions of the Board policies
3 and resolutions, the Condominium Documents, including the Rules and Regulations, and
4 applicable laws.

5 **5.15.1** A fine may be imposed for each day of continuing violation at the highest
6 rate allowed by law per violation with a single notice and opportunity for hearing, provided that
7 no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall
8 be imposed and enforceable for a reasonable amount of time, as determined by the Board, and
9 subject to the confirmation or rejection of the independent committee specified in Article 4.15.3.

10 **5.15.2** The Unit Owner and, if applicable, the party against whom the fine and/or
11 suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an
12 opportunity for hearing by being given notice of not less than fourteen (14) days.

13 **5.15.3** The Unit Owner and, if applicable, the party against whom the fine and/or
14 suspension is sought to be imposed (if different from the Unit Owner), has an opportunity to
15 respond, to present evidence, and to provide written and oral argument on all issues involved and
16 has an opportunity at the hearing to review, challenge, and respond to any material considered by
17 the Association. The hearing shall be held before a Committee appointed by the Board, who are
18 not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or
19 sister of an Officer, Director, or employee. If the Committee does not approve the proposed fine
20 and/or suspension, the fine and/or suspension may not be imposed. Should the Association be
21 required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed
22 suspension, the prevailing party in an action to collect said fine or enforce said suspension shall be
23 entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in
24 connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and
25 on appeal. The Unit Owner is jointly and severally liable for the payment of fines imposed against
26 and/or enforcement of suspensions imposed upon Residents, Occupants, Tenants, Guests,
27 Licensees, Invitees, or any Family members of the relevant Unit.

28 **5.16 To Appoint Committees.** The Board may appoint Committees and delegate to
29 such Committees those powers and duties of the Association as the Board deems advisable. All
30 Committees and Committee members shall serve at the pleasure of the Board. Committees of the
31 Association, as defined in the Act, shall conduct their affairs in the same manner as provided in
32 these Bylaws for Board meetings. All other Committees may meet and conduct their affairs in
33 private without prior notice or Owner participation, unless otherwise directed by the Board.

34 **5.17 To Ensure Fire Safety Compliance.** The Board shall ensure compliance with the
35 Florida Fire Prevention Code as required by the Act.

36 **5.18 To Approve the Installation of Hurricane Shutters and Other Hurricane**
37 **Protection.** The Board shall adopt hurricane shutter specifications for the Condominium which
38 may include color, style, and other factors deemed relevant by the Board. The Board may adopt
39 specifications for other types of hurricane protection. All specifications adopted by the Board shall

1 comply with the applicable building code, or shall be structured to ensure that installed hurricane
2 protection is in compliance with the applicable building code. The Board shall not refuse to
3 approve the installation or replacement of hurricane protection conforming to the specifications
4 adopted by the Board, provided that the Board may condition approval upon the Member's
5 agreement to execute documentation determined appropriate by the Board regarding same.

6 **5.19 To Exercise Emergency Powers.** In the event of any emergency, as defined in
7 Article 21 of the Declaration, the Board may exercise the emergency powers described in this
8 Article, and any other emergency powers authorized by law or the Condominium Documents.

9 **5.19.1** During any emergency the Board may hold meetings with notice given only
10 to those Directors with whom it is practicable to communicate, and the notice may be given in any
11 practicable manner. The Director or Directors in attendance at such a meeting shall constitute a
12 quorum. The Board may hold meetings by means of teleconference or video conference.

13 **5.19.2** The Board may cancel, reschedule or postpone meetings of the Members
14 without need to give the notice initially required for such meeting and may require that in person
15 participation at Association meetings, including voting in the election of Directors, be limited to
16 remote attendance by means of teleconference or video conference, when believed appropriate by
17 the Board in the interests of health, safety and welfare of the Owners and Residents.

18 **5.19.3** Corporate action taken in good faith during an emergency under this Article
19 to further the ordinary affairs of the Association shall bind the Association; and shall have the
20 rebuttable presumption of being reasonable and necessary.

21 **5.19.4** The Board may adopt emergency assessments without approval of the
22 Owners with such notice deemed practicable by the Board.

23 **5.19.5** The Board may adopt emergency Rules and Regulations governing the use
24 and occupancy of the Units, Common Elements, Limited Common Elements, and Association
25 Property, with notice given only as is practicable.

26 **5.19.6** Any Officer or Director acting with a reasonable belief that his or her
27 actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing
28 so, except in the case of willful misconduct.

29 **4.20 To Enter Into Contracts and Borrow Money.** The Board may make contracts
30 and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its
31 notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of
32 all or any of its property, franchises, Assessments, Special Assessments, income or rights.

33 **6. OFFICERS.**

34 **6.1 Executive Officers.** The executive Officers of the Association are the President,
35 one (1) or more Vice Presidents, the Secretary and the Treasurer, all of whom shall be elected
36 annually by and from the Board, and who may be peremptorily removed by a majority vote of the

1 Directors at any meeting. Any person may hold two (2) or more offices except that the President
2 shall not also be the Secretary. The Board may also appoint such Assistant Officers as may be
3 desired. Assistant Officers need not be Directors.

4 **6.2 President — Powers and Duties.** The President is the Chief Executive Officer of
5 the Association, shall preside at all meetings of the Board and Association meetings. The President
6 has general supervision over the affairs of the Association and has all of the powers and duties
7 which are usually vested in the office of President of a not-for-profit corporation.

8 **6.3 Vice-President — Powers and Duties.** The Vice-President shall, in the absence or
9 disability of the President, exercise the powers and perform the duties of the President. He or she
10 shall also generally assist the President and exercise such other powers and perform such other
11 duties as shall be prescribed by the Directors.

12 **6.4 Secretary — Powers and Duties.** The Secretary shall oversee the keeping of the
13 minutes of all proceedings of the Directors and the Members. He or she shall oversee the giving
14 and serving of all notices to the Members and Directors and other notices required by law. He or
15 she shall oversee the keeping and custody of the records of the Association, except those of the
16 Treasurer. He or she shall perform all other duties incident to the office of Secretary of the
17 Association and as may be required by the Directors or the President.

18 **6.5 Treasurer — Powers and Duties.** The Treasurer shall oversee the keeping and
19 custody of all property of the Association, including funds, securities, and evidences of
20 indebtedness. He or she shall oversee the keeping of the Assessment rolls and accounts of the
21 Members. He or she shall oversee the keeping of the books of the Association in accordance with
22 good accounting practices and shall perform all other duties incident to the office of the Treasurer
23 of a not-for-profit corporation.

24 **6.6 Officers' Compensation.** Officers are not entitled to compensation for service as
25 such, but are entitled to reimbursement of expenses reasonably incurred. This provision does not
26 preclude the Board from employing an Officer or Director as an agent or employee of the
27 Association.

28 **7. MINUTES AND INSPECTION OF RECORDS.** Minutes of all meetings of Members
29 and of the Board shall be kept in a business-like manner. These, plus records of all receipts and
30 expenditures and all other official records, as defined in the Act, shall be available for inspection
31 by Members and Board members at all reasonable times. Provided, however, that the Directors
32 may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record
33 inspections and any copying.

34 **8. FISCAL MANAGEMENT.**

35 **8.1 Budget.** An annual budget shall be adopted by the Board at least fourteen (14) days
36 prior to the end of the fiscal year. A proposed annual budget of Common Expenses and anticipated
37 revenues shall be prepared by the Board which shall include all anticipated income/revenue and
38 expenses for operation, maintenance, and administration of the Condominium. The proposed

1 budget may also include expenses of security, in-house communications, Directors and Officers
2 insurance, transportation services, Communications Services, recreational services and amenities,
3 and interior pest control, all of which are declared to be Common Expenses under these Bylaws.
4 The proposed budget shall include reserves, pursuant to the Act, the funding of which may be
5 waived or reduced as provided by the Act. Reserve funds and any accrued interest on the funds
6 shall remain in the reserve account for authorized reserve expenditures, unless their use for other
7 purposes is approved as provided by the Act. Notwithstanding the foregoing, the full funding of
8 the structural integrity reserve funds, if required by the Act, may not be waived or reduced or used
9 for other purposes except as permitted by the Act. The budget may contain a reasonable allowance
10 for contingencies and provide funds for all operating expenses previously incurred. If at any time
11 a budget shall prove insufficient, it may be amended by the Board for the remaining portion of the
12 fiscal year, provided that notice of the Board meeting at which the revised budget will be
13 considered, along with a copy of the proposed revisions to the budget, shall be mailed or delivered
14 to each Member as provided in Article 7.2.

15 For so long as required by the Act, if the Board proposes in any fiscal year an annual budget which
16 requires assessments against Unit Owners which exceeded 115 percent of assessments for the
17 preceding fiscal year, the Board shall simultaneously propose a substitute budget that does not
18 include any discretionary expenditures that are not required to be in the budget. The substitute
19 budget must be proposed at the budget meeting before the adoption of the annual budget. At least
20 fourteen (14) days before such budget meeting in which a substitute budget will be proposed, the
21 Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last
22 furnished to the Association, a notice of the meeting. An Officer or Manager of the Association,
23 or other person providing notice of such meeting shall execute an affidavit evidencing compliance
24 with this notice requirement, and such affidavit shall be filed among the official records of the
25 Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A
26 substitute budget is adopted if approved by two-thirds (2/3rds) or more of the Voting Interests; if
27 there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget
28 previously adopted by the Board shall take effect as scheduled.

29 If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it
30 shall be presumed that the amount of such installment is the same as the last installment and shall
31 be continued at such rate until a new budget is adopted and Assessments are calculated, at which
32 time any overage or shortage shall be added to or subtracted from each Unit's next installment
33 due.

34 **8.2 Mailing and Posting.** A copy of the proposed annual budget shall be mailed or
35 delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at
36 which the budget will be adopted, together with a notice of the meeting. Electronic notice
37 transmitted to the address furnished by the Unit Owner for such purpose is acceptable where
38 permissible by law. The notice shall also be posted in a conspicuous location on the Condominium
39 Property as provided by law. The Board may include notice of its meeting to set the insurance
40 deductible with notice of the budget meeting.

1 **8.3 Assessments.** The annual shares of the Units of the Common Expenses shall be
2 made payable in installments due monthly or quarterly (as determined by the Board) in advance
3 and shall become due on the first day of each such period and shall become delinquent ten (10)
4 days thereafter. No invoice need be sent by the Association, although the Association may do so.

5 **8.4 Special Assessments.** Special Assessments for Common Expenses, Limited
6 Common Expenses, or Charges, which are not funded through the budget or which arise due to
7 unforeseen or non-recurring circumstances may be made by the Board, and the time of payment
8 shall likewise be determined by them. Notice of the Board meeting at which such Assessments
9 shall be imposed shall be mailed or delivered to each Member and posted as provided in Article
10 3.7, except in the event of an emergency. To the extent permitted by law, notice of Board meetings
11 at which Special Assessments for Limited Common Expenses will be imposed need only be given
12 to affected Owners. The funds collected pursuant to a Special Assessment shall be used only for
13 the specific purpose or purposes set forth in such notice. However, upon completion of such
14 specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at
15 the discretion of the Board, either be returned to the Members or applied as a credit towards future
16 Assessments.

17 **8.5 Assessment Roll.** The Assessments for Common Expenses and Charges shall be
18 set forth upon a roll of the Units which shall be available for inspection at all reasonable times by
19 Members. Such roll shall indicate for each Unit the name and address of the Owner, and the
20 Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative
21 of the Association or by the Board as to the status of a Unit's account may be relied upon for all
22 purposes by any person for whom made.

23 **8.6 Liability for Assessments and Charges.** A Member is liable for all Assessments
24 (including Special Assessments) and Charges coming due while the Owner of a Unit, and such
25 Member and Member's grantees or successors, after a conveyance or other transfer of title, are
26 jointly and severally liable for all unpaid Assessments (including Special Assessments) and
27 Charges due and payable up to the time of such voluntary or involuntary conveyance. Liability
28 may not be avoided by waiver of the use or enjoyment of any Common Elements or Association
29 Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a
30 mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or by deed in
31 lieu of foreclosure, such mortgagee shall be jointly and severally liable with the prior unit owner
32 for such Unit's unpaid Assessments (including Special Assessments), Charges, or share of the
33 Common Expenses which became due prior to acquisition of such mortgagee's title unless it
34 named the Association as a defendant in the foreclosure action in which case its liability will be
35 limited as provided in the Act. Such mortgagee or its successors and assigns are liable for all
36 Assessments and Charges that come due after their taking of title.

37 **8.7 Liens for Assessments.** The unpaid portion of an Assessment (including Special
38 Assessment), including an accelerated Assessment which is due, together with all costs, collection
39 expenses, interest, late fees, and reasonable attorneys' fees for collection, including but not limited
40 to appeals, bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation
41 after entitlement has already been determined, shall be secured by a continuing lien upon the Unit.

1 **8.8 Lien for Charges.** Unpaid Charges due to the Association together with costs,
2 interest, late fees, expenses and reasonable attorneys' fees, including but not limited to appeals,
3 bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation after
4 entitlement has already been determined shall be secured by a common law and contractual lien
5 upon the Unit and all appurtenances thereto and its lien priority is established by the Act.

6 **8.9 Collection — Interest; Administrative Late Fee; Application of Payments.**
7 Assessments (including Special Assessments) or Charges paid on or before ten (10) days after the
8 date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date
9 shall bear interest in an amount as determined by the Board which, unless otherwise specified,
10 shall be the maximum allowed by law from the date due until paid. In addition to such interest the
11 Association may charge an administrative late fee in an amount not to exceed the greater of twenty-
12 five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for which payment
13 is received more than ten (10) days after the date due, or the maximum late fee permissible by law.
14 The Association may also accelerate all Assessments or Charges which are accrued, but not yet
15 due, in the manner provided by law. All payments upon account shall be first applied to interest,
16 then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred,
17 and then to the Assessment payment or Charge first due.

18 For so long as provided by law, the Association must send a notice of late Assessment, in
19 accordance with the Act, to the delinquent Unit Owner prior to any attorneys' fees being incurred
20 in collection of the Assessment in accordance with the Act. Except as otherwise provided in the
21 Act, no lien may be filed by the Association against a Condominium Unit until forty-five (45) days
22 after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to
23 the Act.

24 **8.10 Collection — Suit.** The Association, at its option, may enforce collection of
25 delinquent Assessments (including Special Assessments) or Charges by suit at law, by foreclosure
26 of the lien securing the Assessments (including Special Assessments) or Charges, or by any other
27 remedy available under the laws of the State of Florida, and in any event the Association is entitled
28 to recover the payments which are delinquent at the time of collection, judgment, or decree,
29 together with those which have become due by acceleration or which have thereafter become due,
30 plus interest thereon, and all costs and expenses incident to the collection and the proceedings,
31 including reasonable attorneys' fees, including, but not limited to, appeals, bankruptcies, fees
32 incurred in litigating entitlement thereto or fees incurred in litigation after entitlement has already
33 been determined. The Association may attach rental income for delinquent Units and may withhold
34 approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due
35 Assessments, interest, late fees, costs, and attorneys' fees have been paid in full. The Association
36 must deliver or mail by certified mail to the Member written notices of its intention to file a lien
37 and to foreclose the lien, as provided by law.

38 **8.11 Association Depository/Investment of Funds.** The depositories or institutions in
39 which the funds of the Association may be deposited or invested shall be financial institutions
40 authorized to do business in Florida or any firm which is a member of the New York Stock
41 Exchange. All funds and investments must be covered by and within the limits of FDIC insurance

1 or equivalent insurance, and such insurance must be backed by the United States of America.
2 Funds may also be invested in instruments issued or guaranteed by the United States of America.
3 Association funds, whether reserves or operating funds, may not be placed at risk for investment
4 purposes. Withdrawal of money from those accounts or investment instruments shall be only by
5 checks or other withdrawal instruments signed by those persons as are authorized by the Directors
6 or by electronic transfer protocols approved by the Board.

7 **8.12 Commingling of Funds.** All funds of the Association shall be maintained
8 separately in the Association's name. No community association manager or business entity
9 required to be licensed or registered under Section 468.432, Florida Statutes, as amended from
10 time to time, no agent, employee, Officer, or Director of the Association shall commingle any
11 Association funds with his or her funds or with the funds of any other condominium association
12 or community association as defined in Section 468.431, Florida Statutes, as amended from time
13 to time, or with those of any other entity. Reserve funds and operating funds of the Association
14 may be commingled for investment purposes, as provided by law.

15 **8.13 Financial Reports.** A complete financial report of actual receipts and expenditures
16 of the Association shall be made annually which shall comply with the Act.

17 **8.14 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity
18 bonding in the minimum principal sum set forth in the Act, for each person (whether or not a
19 Director) who controls or disburses Association funds, and the President, Secretary and Treasurer.
20 The Association shall bear the cost of bonding of Directors and Officers. In the case of a
21 community association manager or management firm, the cost of bonding may be allocated as the
22 parties may agree. All persons providing management services to the Association, or otherwise
23 having the authority to control or disburse Association funds, shall provide the Association with a
24 certificate of insurance evidencing compliance with this paragraph, naming the Association as an
25 insured under said policy.

26 **9. PARLIAMENTARY RULES.** Robert's Rules of Order (latest edition) shall be used as a
27 general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee
28 meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening
29 majority rights. Meetings shall also be conducted in accordance with these Bylaws and the
30 procedures established by the Board from time to time, including the form of voting documents to
31 be used. The ruling of the Chair of the meetings, unless he, she, or the Board designates a third
32 person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The
33 failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally
34 challenge any action of the Association.

35 **10. BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following
36 manner:

37 **10.1 Proposal of Amendments.** An amendment may be proposed by the President of
38 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

1 **10.2 Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain
2 the full text of the article to be amended. New words shall be underlined and words to be deleted
3 shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder
4 rather than assist understanding, a notation must be inserted immediately preceding the proposed
5 amendment saying, “SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER
6 ____ FOR PRESENT TEXT.”

7 **10.3 Notice.** The subject matter of proposed amendments shall be included in the notice
8 of any meeting at which a proposed amendment is to be considered or in connection with
9 documentation for action without a meeting.

10 **10.4 Adoption of Amendments.** A resolution for the adoption of a proposed
11 amendment may be adopted by a vote of at least two-thirds (2/3^{rds}) of the Voting Interests of the
12 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
13 has been attained, or by the written agreement of at least two-thirds (2/3^{rds}) of the entire Voting
14 Interests. Amendments correcting errors, omissions, scrivener’s errors, violations of applicable
15 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
16 the Board to comply with the requirements of the secondary mortgage market, may be executed
17 by the Officers of the Association, upon Board approval, without need for Association membership
18 vote. The Board may also adopt amendments necessary to comply with the requirements of any
19 governmental entity.

20 **10.5 Effective Date.** An amendment when adopted shall become effective after being
21 recorded in the Collier County Public Records according to law.

22 **10.6 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so
23 as to make the same consistent with the provisions of the Declaration or the Articles of
24 Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or
25 administrative regulations, as amended from time to time, are amended to impose different or
26 alternative procedural requirements than set forth in these Bylaws, the Board may operate the
27 Association pursuant to the different or alternative requirements without the need to change these
28 Bylaws. The Board, without a vote of the Owners, may also adopt by majority vote, amendments
29 to these Bylaws as the Board deems necessary to comply with future amendments to Chapters 607,
30 617, and the Act, or such other statutes or administrative regulations as required for the operation
31 of the Association, all as amended from time to time.

32 **10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
33 the Common Elements appurtenant to it, or increase the Owner’s proportionate share of the
34 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
35 mortgages on such Unit shall join in the execution of the amendment, and all other Members
36 approve the amendment.

1 **11. DISPUTE RESOLUTION.**

2 **11.1 Alternative Dispute Resolution.** If unresolved, disputes between the Board and
3 Members, as defined in the Act, must be submitted to arbitration or mediation as provided in the
4 Act prior to commencing litigation, so long as the Act requires such arbitration or mediation.

5 **11.2 Member Inquiries.** When a Member files a written inquiry by certified mail with
6 the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of
7 said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify
8 the inquirer that legal advice has been requested, or notify the inquirer that advice has been
9 requested from the Association's counsel or the Division. If the Board requests advice from the
10 Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a
11 substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty
12 (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer.
13 The failure to provide a substantive response to the inquirer, as provided herein, precludes the
14 Association from recovering attorneys' fees and costs in any subsequent litigation, administrative
15 proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board,
16 the Board shall only be obligated to respond to one inquiry per month pertinent to any particular
17 Unit. In the event of a grievance of a Member against the Association, the Board, or a Member
18 thereof, written notice in detail of the grievance shall be given the Directors prior to the institution
19 of litigation, (including, but not limited to, arbitration), and they shall be allowed a period of thirty
20 (30) days in which to resolve the grievance.

21 **11.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any
22 remedy for the violation of the Condominium Documents or disputes with a Member or other party
23 as may be available to the Association under the laws of the State of Florida or the Condominium
24 Documents.

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

27 **12.1 Conflicts.** The term "Condominium Documents," as used in these Bylaws and
28 elsewhere include the Declaration, Articles of Incorporation, these Bylaws, the Rules and
29 Regulations of the Association and the Plat. In the event of a conflict between the language in the
30 Declaration and the Plat, the Plat shall control, except as specifically provided to the contrary in
31 the Declaration. In the event of a conflict between language in any of the other Condominium
32 Documents, the following priorities control:

- 33 1. Declaration of Condominium;
34 2. Articles of Incorporation;
35 3. Bylaws; and
36 4. Rules and Regulations.

1 **12.2 Gender.** The use of the term “he,” “she,” “his,” “hers,” “their,” “theirs” and all
2 other similar pronouns are construed to include all genders and encompass the plural as well as the
3 singular.

4 **12.3 Severability.** In the event that any provision of these Bylaws is deemed invalid, the
5 remaining provisions remain in full force and effect.