

**PROPOSED AMENDED AND RESTATED
BYLAWS
OF
WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**

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

1. IDENTITY. These are the Amended and Restated Bylaws (“Bylaws”) of Wiggins Lakes & Preserve Association, Inc. (formerly known as Wiggins Lakes Master Association, Inc.), a Florida not-for-profit corporation formed for the purpose of administering three (3) Condominiums known as Wiggins Lakes Condominium, Wiggins Preserve Condominium One and Wiggins Preserve Condominium Two (the “Condominiums”) and certain Association Property, all of which are located in Collier County, Florida, upon the lands described in the Declaration of Condominium. (The corporation is referred to as the “Association.”)

1.1 Office. The office of the Association is at such location, as may from time to time be determined by the Board.

1.2 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board.

1.3 Seal. A corporate seal for the Association may be adopted and may be changed by the Board and shall bear the name or 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. A seal is not required to validate corporate actions unless specifically required by law.

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

2. MEMBERS’ MEETINGS.

2.1 Annual Meetings. Annual Members’ meetings shall be held at such convenient location as determined by the Board. The annual meeting shall be held on the date and time determined by the Board, during the first quarter of each calendar year, for the purpose of transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special Members’ meetings shall be held whenever called by the President or by the Board, and shall be called by the President or Secretary within a reasonable

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1 time of receipt of written notice from ten percent (10%) of the Voting Interests of the Association
2 (or 10% of the Voting Interests of the Condominium, where appropriate) when the subject of the
3 request is a proper issue for Unit Owner voting as set forth in the Condominium Documents or the
4 Act. Members' meetings to recall a Member or Members of the Board may be called by ten percent
5 (10%) of the Voting Interests of the Association who shall give notice of the meeting, stating the
6 purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

7 **2.3 Notice of Members' Meetings.** Notice of all Members' meetings, stating the time,
8 place, and purpose(s) of the meeting, shall be sent to each Member by U.S. regular mail or by e-
9 mail, unless waived in writing, at least fourteen (14) days prior to the meeting. The Association
10 shall only be obligated to mail, e-mail or deliver notice to one location, no matter how many
11 persons own a Unit, and no matter how many other residences such Owner may have. In the
12 absence of written direction to the contrary, notices will be given to the address of the Unit and/or
13 to the last e-mail address supplied by the Owner. Only Unit Owners of record on the date notice
14 of any meeting requiring their vote is given, who have complied with all transfer approval and
15 processing requirements contained in the Condominium Documents shall be entitled to notice of
16 and to vote at such meeting, unless prior to such meeting other Unit Owners shall produce adequate
17 evidence, of their bona fide ownership interest pursuant to the Condominium Documents. Hand
18 delivery and electronic notice of membership meetings is permissible. Officers required to give
19 notice may delegate the actual giving of notice to another person, such as an Assistant Officer or
20 managing agent. Any Members' meeting or election at which one (1) or more Directors are to be
21 elected must be noticed as provided for in Article 2.4. An Officer of the Association or other person
22 providing notice shall execute an affidavit of mailing, which shall be retained in the official records
23 of the Association as proof of such mailing. The notice of the annual meeting shall include an
24 agenda for all known substantive matters to be voted on, or have such an agenda attached to it. A
25 copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location,
26 designated by Board resolution in the manner provided by law at least fourteen (14) days in
27 advance of the meeting.

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

33 **2.4 Board of Directors Election Meetings - Notice and Procedure.** The regular
34 election of Directors shall occur as the first item of business at the annual meeting.

35 **2.4.1** Not less than sixty (60) days before a scheduled election, the Association
36 shall provide to each Member entitled to vote, a first notice of the date of the election. Any person
37 desiring to be a candidate for the Board shall give written notice to the Association not less than
38 forty (40) days before the scheduled election. Not less than fourteen (14) days before the election,
39 the Association shall mail or deliver a second notice of the election to all Members entitled to vote

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1 therein, together with a written secret ballot containing the names of all properly pre-qualified
2 candidates which shall include an information sheet (if provided by the candidate), no larger than
3 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot,
4 with the costs of copying and mailing to be borne by the Association.

5 **2.4.2** There is no quorum requirement necessary for an election. However, at least
6 twenty percent (20%) of the Voting Interests of the Association must cast a ballot in order to have
7 a valid election, and elections shall be decided by a plurality of those votes cast.

8 **2.4.3** In the event that there are only as many (or fewer) candidates pre-qualified
9 for election as there are open seats on the Board, no election shall be held, and the pre-qualified
10 candidates shall automatically become Members of the Board after the annual meeting, or in the
11 event no annual meeting is held due to lack of a quorum or otherwise, the date upon which the
12 annual meeting was scheduled.

13 **2.4.4** The Board may establish additional election rules or procedures as it deems
14 appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the
15 Act relative to election procedures is sufficient.

16 **2.5 Quorum/Voting.** A quorum at Members' meetings shall consist of persons entitled
17 to cast one-third (1/3) of the Voting Interests of the entire membership (or one-third (1/3) of the
18 Voting Interests of the Condominium, as appropriate). Voting rights may be suspended as provided
19 by the Act. Those Members whose voting rights are suspended pursuant to the terms of the
20 Condominium Documents and/or Florida law shall be subtracted from the required number of
21 votes in any calculation for purposes of determining whether a quorum is present during the period
22 of suspension. Such Voting Interests shall likewise be subtracted from the required number of
23 votes when calculating any required vote as set forth in the Condominium Documents or the Act.
24 Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at
25 a meeting at which a quorum has been attained, shall be binding and sufficient for all purposes
26 except such decisions as may by the Act or the Condominium Documents require a larger
27 percentage, in which case the percentage required in the Act or the Condominium Documents shall
28 govern. To the extent lawful, Members may join in any action taken at a meeting of the Members
29 through written approval of such action executed after the meeting, and such approval shall be as
30 though the Member duly approved the action of the meeting in question.

31 **2.5.1 Units Owned by Association.** No Voting Interest or consent right allocated
32 to a Unit owned by the Association is exercised or considered for any purpose, whether for a
33 quorum, an election or otherwise, as provided in the Act. Whenever a Unit owned by the
34 Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting
35 Interest attributable to that Unit is subtracted from the required number of votes when calculating
36 any required vote for quorum for the period during which the Association owns the Unit.

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1 **2.6 Indivisible Vote.** Each Unit has one (1) indivisible vote. If a Unit is owned by
2 spouses, either record Owner may vote on behalf of the Unit. If a Unit is required to designate a
3 Primary Occupant pursuant to the Declaration, the Primary Occupant shall vote. If a Unit is not
4 required to designate a Primary Occupant because title was taken before the requirement for
5 designation of a Primary Occupant was included in the Declaration, voting will be as follows: if a
6 Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is
7 owned by a partnership, any general partner may vote on behalf of the partnership. If a Unit is
8 owned in trust, any grantor or trustee of a trust, shall be entitled to vote. If a Unit is owned by a
9 limited liability company, any member, manager, or officer may vote on behalf of the limited
10 liability company. Any person with bona fide apparent authority asserting the right to vote on
11 behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of
12 said Unit, unless the Unit has filed voting instructions with the Association designating some other
13 person entitled to vote or if the Association has reasonable cause to believe such person is not
14 eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a
15 vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists.
16 Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the
17 voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium
18 Documents and/or Florida law.

19 **2.7 Voting/Proxies.** Votes may be cast in person or by proxy. Members and
20 proxyholders may participate in Association meetings via telephone, or other means of remote
21 participation, if permitted by the Association. Absent a resolution of the Board to the contrary, the
22 President of the Association has the authority to determine whether Members or holders of proxies
23 should be allowed to participate in any particular meeting of the Membership by telephonic
24 conference, or other means of remote participation. In order for a proxyholder to participate
25 telephonically or remotely in an Association meeting, a copy of the proxy must be provided to the
26 Association prior to the start of the meeting. Only Members or the spouse of a Member may be
27 delegated (including through use of a Power of Attorney) to hold proxies, provided that the Board
28 may designate agents of the Association (including, but not limited to, Association legal counsel
29 or the Association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and
30 dated, and shall be valid only for the particular meeting designated therein or an adjournment
31 thereof, but in no event for more than ninety (90) days, and must be filed with the Association
32 before or at the voter registration immediately preceding the meeting or adjournment thereof.
33 Except as specifically otherwise provided by law, Members may not vote by general proxy, but
34 may vote by limited proxies substantially conforming to a limited proxy form adopted by the
35 Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general
36 proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding
37 reserves, for votes taken to waive financial statement requirements, for votes taken to amend the
38 Declaration, for votes taken to amend the Articles of Incorporation or Bylaws, and for any other
39 matter which the Act requires or permits a vote of the Members. No proxy, limited or general,
40 shall be used in the election of Board members. General proxies may be used for other matters for
41 which limited proxies are not required, and may also be used in voting for non-substantive changes

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1 to items for which a limited proxy is required and given. A photographic, photostatic, facsimile,
2 electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may
3 retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent
4 to cast a proxy vote. The use of proxies is to be liberally construed.

5 **2.8 Adjournment.** If any meeting of Members cannot be convened because a quorum
6 is not present, or if insufficient Voting Interests are represented to approve a proposed item of
7 Association business, or in any case where a majority of the Voting Interests present (in person or
8 by proxy) so agree, the Members who are present (either in person or by proxy) may adjourn the
9 meeting from time to time until a quorum is present, or enough votes can be cast to decide a
10 question, or the meeting can be reconvened consistent with the intention of the Members in their
11 approval of the adjournment. When a meeting is adjourned it shall not be necessary to give notice
12 to all Members of the time and place of its continuance, provided that the specific date, time and
13 location of the adjourned meeting was announced at the original meeting. Any business which
14 might have been conducted at the meeting as originally scheduled may instead be conducted at the
15 continuance, provided a quorum is then present, in person or by proxy.

16 **2.9 Order of Business.** The agenda and order of business at annual Members' meetings
17 and, as far as applicable at all other Members' meetings, shall be:

18 **2.9.1** Call to order by the President;

19 **2.9.2** At the discretion of the President, appointment by the President of a
20 chairman of the meeting (who need not be a Member or a Director);

21 **2.9.3** Appointment by the President (or chairman) of inspectors of election;

22 **2.9.4** Election of Directors;

23 **2.9.5** Calling of the roll, certifying of proxies and determination of a quorum; or,
24 in lieu thereof, certification and acceptance of registration procedures establishing the number of
25 persons present in person or by proxy;

26 **2.9.6** Proof of notice of the meeting or waiver of notice;

27 **2.9.7** Action on unapproved minutes, if any;

28 **2.9.8** Reports of Officers, if any;

29 **2.9.9** Reports of Committees, if any;

30 **2.9.10** Action on voting items included by Board in meeting materials, if any;

31 **2.9.11** Adjournment.

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1 **2.10 Action Without a Meeting.** Any action required to be taken at any annual or
2 special meeting of Members, or any action which may be taken at any annual or special meeting
3 of such Members, may be taken without a meeting, without prior notice, and without a vote, if a
4 consent in writing setting forth the action so taken shall be signed by the requisite number of
5 Voting Interests to approve the action.

6 **2.11 Class Quorums, Voting and Quorum.** The Members in each of the three (3)
7 Condominiums constitute a separate voting category and the membership of each category are
8 entitled to vote upon matters having an effect solely upon its interests, as determined by the
9 Declaration. The Board determines, in all instances, which categories shall be entitled to vote upon
10 matters, and the Board's determination is binding and final, provided, however, that the Board's
11 determination must be made in good faith and have a reasonable basis. Whenever a vote is taken
12 for a Class only, or where an action of the Board effects only a Class of Association Members,
13 notice may only be given to the Members of that Class. By way of example, but not limitation, if
14 the Board intends to consider a Special Assessment against only the Unit Owners in one (1)
15 Condominium operated by the Association, only the Unit Owners in that Condominium need
16 receive notice of the Board meeting where the Assessment will be considered. Likewise, by way
17 of example, but not limitation, if a special meeting of the Unit Owners in a particular Condominium
18 is to be called for any reason, only the Unit Owners in that Condominium would be considered
19 Members of the Class for notice purposes.

20 **2.12 Association Website.** Effective January 1, 2026, and so long as required by the
21 Act, the Association shall maintain a website as required by the Act. By way of example, and not
22 limitation, the following items shall be available through the Association's website, so long as
23 required by the Act, along with any other information required by the Act:

24 **2.12.1** The recorded Declarations of Condominium and each amendment to each
25 Declarations.

26 **2.12.2** The recorded Bylaws of the Association and each amendment to the
27 Bylaws.

28 **2.12.3** The Articles of Incorporation, or other documents creating the Association,
29 and each amendment thereto. The copy posted pursuant to this sub-subparagraph must be a copy
30 of the Articles of Incorporation filed with the Department of State.

31 **2.12.4** The Rules of the Association.

32 **2.12.5** A list of all executory contracts or documents to which the Association is a
33 party or under which the Association or the Unit Owners have an obligation or responsibility and,
34 after bidding for the related materials, equipment, or services has closed, a list of bids received by
35 the Association within the past year. Summaries of bids for materials, equipment, or services which

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1 exceed \$500 must be maintained on the website for one (1) year. In lieu of summaries, complete
2 copies of the bids may be posted.

3 **2.12.6** The annual budget required by the Act and any proposed budget to be
4 considered at the Annual Meeting.

5 **2.12.7** The financial report required by the Act and any monthly income or expense
6 statement to be considered at a meeting.

7 **2.12.8** The certification of each Director required by the Act.

8 **2.12.9** All contracts or transactions between the Association and any Director,
9 Officer, corporation, firm, or association that is not an affiliated condominium association or any
10 other entity in which an Association Director is also a Director or Officer and financially interested.

11 **2.12.10** Any contract or document regarding a conflict of interest or possible
12 conflict of interest as provided in Section 468.4335 and Section 468.436(2)(b)6., Florida Statutes
13 (2024) and the Act.

14 **2.12.11** The notice of any Unit Owner meeting and the agenda for the meeting, as
15 required by the Act, no later than fourteen (14) days before the meeting. The notice must be posted
16 in plain view on the front page of the website, or on a separate subpage of the website labeled
17 “Notices” which is conspicuously visible and linked from the front page. The Association must
18 also post on its website any document to be considered and voted on by the Owners during the
19 meeting or any document listed on the agenda at least seven (7) days before the meeting at which
20 the document or the information within the document will be considered.

21 **2.12.12** Notice of any Board meeting, the agenda, and any other document required
22 for the meeting as required by the Act, which must be posted no later than the date required for
23 notice pursuant to the Act.

24 **2.12.13** Copies of all building permits issued for ongoing or planned construction.

25 **3. BOARD OF DIRECTORS.**

26 **3.1 Number, Term, and Qualifications.** The affairs of the Association shall be
27 governed by a Board composed of six (6) Directors. At all times there shall be three (3) Directors
28 elected from the Lakes Condos and three (3) Directors elected from the Coach Homes. All
29 Directors shall be Owners or the spouse of an Owner in the applicable Condominium group. If
30 provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously
31 serve on the Board, except as permitted by the Act. When a Unit is owned by a corporation, a
32 partnership, limited liability company or similar entity, then any eligible voter, as described in
33 Article 2.6 shall be eligible for Board service. Grantors, trustees and beneficiaries of trusts

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(provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy (and is not identified on the deed to the Unit as the grantor, trustee or beneficiary of the trust), a copy of the trust document, affidavit (certificate) of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. A person who 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 that would be considered a felony if committed in this State, is not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least five (5) years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is financially delinquent as provided by the Act, is not eligible for Board candidacy or membership, as applicable.

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

3.2 Board Vacancies. Vacancies on the Board may be filled by appointment by a majority vote of the remaining Directors. If a vacancy is filled by appointment during the first year of a two (2) year term of office, and more than sixty (60) days before the next annual meeting, the successor shall hold that office until the next annual meeting, at which time the members eligible to vote shall elect a person or persons to fill the remaining unexpired term or terms, if any. When a Director has been recalled by the membership, the vacancy created by his or her removal cannot

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1 be filled with the same person as has been removed from the Board, and when a majority of the
2 Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3 **3.3 Organizational Meeting.** The organizational meeting of each newly-elected Board
4 to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a
5 quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held
6 immediately following the annual meeting of the Members.

7 **3.4 Regular Meetings.** Regular meetings of the Board may be held at such time and
8 place as shall be determined from time to time by a majority of the Directors. Notice of regular
9 meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail,
10 electronic mail, telephone, or facsimile at least two (2) days prior to the day named for such
11 meeting. If required by the Act, the Board shall meet at least once each quarter. If required by the
12 Act, at least four (4) times each year the meeting agenda must include an opportunity for Unit
13 Owners to ask questions of the Board.

14 **3.5 Special Meetings.** Special meetings of the Directors may be called by the President
15 and must be called by the Secretary at the written request of a majority of the Directors. Not less
16 than two (2) days' notice of the meeting (except in an emergency) shall be given to each Director
17 personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time,
18 place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for
19 the Board to take up an item of business at a regular or special meeting of the Board. Such meeting
20 must be held within sixty (60) days of receipt of the petition. The Board is not required to take any
21 particular action as a result of such petitions.

22 **3.6 Waiver of Notice.** Any Director may waive notice of a meeting before, at, or after
23 the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a
24 Director at a meeting shall constitute waiver of notice of the meeting.

25 **3.7 Notice to Owners of Board Meetings.** Notice of meetings, which notice shall
26 specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these
27 Bylaws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of
28 Members, except in an emergency. If closed circuit television is available, the Board may use same
29 for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly
30 Assessment or Special Assessment is to be considered shall specifically state: (1) that Assessments
31 will be considered and (2) the estimated cost and description of the purpose for such Assessments.
32 Further, written notice of any meeting at which non-emergency Special Assessments, or at which
33 amendment to rules regarding Unit use will be considered, or where the Board will establish the
34 deductible feature of the Association's insurance policies, shall be mailed or delivered (including
35 electronic delivery as provided by law) to the Members and posted conspicuously, as provided in
36 Article 2.3 of these Bylaws, not less than fourteen (14) continuous days prior to the meeting.
37 Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person
38 giving notice, where required by law, and shall be filed among the official records of the

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1 Association. Notice of contracts being considered by the Board at a meeting shall be disclosed if
2 and as required by the Act. If required by the Act, if an agenda item relates to the approval of a
3 contract for goods or services, a copy of the contract must be provided with the notice and be made
4 available for inspection and copying upon a written request from a Unit Owner or if the Association
5 is required to maintain a website pursuant to the Act, be made available on the Association's
6 website or through an application that can be downloaded on a mobile device.

7 **3.8 Owner Right to Speak at Board Meetings.** Meetings of the Board, at which a
8 majority of the Board members are present, shall be open to all Members. Members may not
9 designate third persons, through power of attorney or otherwise, to attend Board meetings unless
10 agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right
11 to speak with reference to all designated agenda items and, if required by the Act, to ask questions
12 relating to reports on the status of construction or repair projects, the status of revenues and
13 expenditures during the current fiscal year, and other issues affecting the Condominiums;
14 provided, however, the Board may adopt reasonable rules governing the frequency, duration, and
15 manner of Member statements and questions. Unless otherwise provided by the Board, each
16 Member is entitled to speak for three (3) minutes with reference to each designated agenda item
17 and three (3) minutes, cumulatively, as to any questions. Unit Owners may record meetings of the
18 Board and meeting of the Members, but may not post such recordings on any website or other
19 media which can be readily viewed by persons who are not Members of the Association. The
20 Board may adopt reasonable rules governing the recording of meetings of the Board and the
21 membership. Board meetings subject to the attorney-client privilege and Board meetings involving
22 personnel matters shall not be open to Member attendance.

23 **3.9 Board Meetings, Quorum, and Voting.** The designation of the agenda for Board
24 meetings shall be at the discretion of the President. However, the President shall be obligated to
25 include any item on the agenda for a Board meeting, if requested reasonably in advance and in
26 writing, by a majority of the Directors, and where required due to petition from twenty percent
27 (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the
28 number of required Directors. The acts approved by a majority of the Board present and voting at
29 a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot
30 at Board meetings (except that Directors may vote by secret ballot when electing Officers). A vote
31 or abstention for each Board member present shall be recorded in the minutes. A Director of the
32 Association who abstains from voting on any action taken on any corporate matter shall be
33 presumed to have taken no position with regard to the action. If at any meeting of the Board there
34 is less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the
35 Director(s) present may adjourn the meeting from time to time until a quorum is present, and no
36 further notice need be given except for announcement at the meeting as to the date, time, and place
37 of the adjournment. At any adjourned meeting, any business which might have been transacted at
38 the meeting as originally called may be transacted. Absent Directors may later sign written joinders
39 in Board actions, but such joinders may not be used for purposes of creating a quorum or counted

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1 as official votes for the Board's meeting. Directors may participate telephonically or remotely in
2 Board meetings, as provided by law.

3 **3.10 Presiding Officer.** The presiding Officer at Directors' meetings shall be the
4 President, and in his or her absence, the Vice President. In the absence of the presiding Officer,
5 the Directors present shall designate one of their number to preside. The presiding Officer may
6 permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.

7 **3.11 Director Compensation.** Directors serve without pay but are entitled to
8 reimbursement for expenses reasonably incurred.

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

19 **4.1 To Assess.** The Board shall adopt budgets and make and collect special and
20 periodic Assessments against Owners to defray the costs of the Association.

21 **4.2 To Expend Association Funds.** The Board shall use the proceeds of Assessments
22 in the exercise of the Association's powers and duties.

23 **4.3 To Maintain the Condominiums and Association Property.** The Board shall
24 maintain, repair, replace, and operate the property within the Condominiums and Association
25 Property.

26 **4.4 To Adopt Regulations.** The Board shall enact and may amend Rules and
27 Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units,
28 Common Elements, Limited Common Elements, and Association Property, and to enact rules,
29 policies, and resolutions pertaining to the operation of the Association, subject to any limitations
30 contained in the Declaration.

31 **4.5 To Reconstruct After Casualty.** The Board may reconstruct the Units, Common
32 Elements, Limited Common Elements, and Association Property improvements after casualty and
33 may further improve the property, as specified in the Declaration.

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1 **4.6 To Approve Transfers.** The Board may approve or disapprove proposed leases in
2 the manner and to the extent provided by the Declaration, and may charge a preset fee, not to
3 exceed the maximum permissible by law, in connection with such right of approval. In connection
4 with the lease of Units, the Board may require the posting of a security deposit to protect against
5 damages to the Common Elements or Association Property, in the manner provided by law.

6 **4.7 To Enforce.** The Board may enforce by legal means the provisions of applicable
7 laws and the Condominium Documents, and may interpret the Condominium Documents, as the
8 final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

9 **4.8 To Contract.** The Board may contract for management, maintenance, and
10 operation of the Condominiums and the Association.

11 **4.9 To Insure.** The Board shall carry insurance for the protection of the Members and
12 the Association, pursuant to requirements contained in the Declaration and the Act.

13 **4.10 To Pay Utility Bills.** The Board shall pay the cost of all utility services rendered to
14 the Condominiums and Association Property and not billed to Owners of individual Units.

15 **4.11 To Hire and Discharge.** The Board may employ personnel and designate other
16 agents to be paid a reasonable compensation and grant them such duties as deemed appropriate for
17 proper administration of the purposes of the Association.

18 **4.12 To Sue and Be Sued.** The Board may bring and defend suits and other proceedings
19 and may exercise business judgment as to whether the interests of the Association are best served
20 with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

21 **4.13 To Deal in Real and Personal Property.** The Board may make and execute
22 contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other
23 instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal
24 property subject to the provisions of the Declaration. The Board may grant or modify easements
25 and licenses over the Condominium Property necessary or desirable for proper operation of the
26 Condominium.

27 **4.14 To Enter Into Contracts for Products and Services.** All contracts for the
28 purchase, lease, or renting of materials or equipment, or which are not to be fully performed within
29 one year, and all contracts for services shall be in writing. As to any such contract which requires
30 payment exceeding five percent (5%) of the gross budget including reserves (except for contracts
31 with employees of the Association, attorneys, accountants, architects, engineers, landscape
32 architects, and community association managers), the Association shall obtain competitive bids
33 unless the products and services are needed as the result of an emergency, or unless the desired
34 supplier is the only source of supply within the county serving the Association. The Board need
35 not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this

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1 Article, any renewal of that contract is not subject to such competitive bid requirements if the
2 contract contained a provision that allowed the Board to cancel a contract on thirty (30) days'
3 notice. Materials, equipment, or services provided to a Condominium under a local government
4 franchise agreement by a franchise holder are not subject to the competitive bid requirements of
5 this Article.

6 **4.15 To Levy Fines and Suspend Rights.** The Board may, pursuant to the Act, impose
7 fines not to exceed the maximum permissible by law (currently \$100.00 per violation and
8 \$1,000.00 for ongoing violations), and/or suspend the right to use Common Elements, common
9 facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of
10 the Unit or any other Person set forth in the Act to comply with the provisions of the Board policies
11 and resolutions, the Condominium Documents, including the Rules and Regulations, and
12 applicable laws.

13 **4.15.1** A fine may be imposed for each day of continuing violation at the highest
14 rate allowed by law per violation with a single notice and opportunity for hearing, provided that
15 no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall
16 be imposed and enforceable for a reasonable amount of time, as determined by the Board, and
17 subject to the confirmation or rejection of the independent committee specified in Article 4.15.3.

18 **4.15.2** The Unit Owner and, if applicable, the party against whom the fine and/or
19 suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an
20 opportunity for hearing by being given notice of not less than fourteen (14) days.

21 **4.15.3** The Unit Owner and, if applicable, the party against whom the fine and/or
22 suspension is sought to be imposed (if different from the Unit Owner), has an opportunity to
23 respond, to present evidence, and to provide written and oral argument on all issues involved and
24 has an opportunity at the hearing to review, challenge, and respond to any material considered by
25 the Association. The hearing shall be held before a Committee appointed by the Board, who are
26 not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or
27 sister of an Officer, Director, or employee. If the Committee does not approve the proposed fine
28 and/or suspension, the fine and/or suspension may not be imposed. Should the Association be
29 required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed
30 suspension, the prevailing party in an action to collect said fine or enforce said suspension shall be
31 entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in
32 connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and
33 on appeal. The Unit Owner is jointly and severally liable for the payment of fines imposed against
34 and/or enforcement of suspensions imposed upon Residents, Occupants, Tenants, Guests,
35 Licensees, Invitees, or any Family members of the relevant Unit.

36 **4.16 To Appoint Committees.** The Board may appoint Committees and delegate to
37 such Committees those powers and duties of the Association as the Board deems advisable. All
38 Committees and Committee members shall serve at the pleasure of the Board. Committees of the

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1 Association, as defined in the Act, shall conduct their affairs in the same manner as provided in
2 these Bylaws for Board meetings. All other Committees may meet and conduct their affairs in
3 private without prior notice or Owner participation, unless otherwise directed by the Board.

4 **4.17 To Ensure Fire Safety Compliance.** The Board shall ensure compliance with the
5 Florida Fire Prevention Code as required by the Act.

6 **4.18 To Approve the Installation of Hurricane Shutters and Other Hurricane**
7 **Protection.** The Board shall adopt hurricane shutter specifications for the Condominiums which
8 may include color, style, and other factors deemed relevant by the Board. The Board may adopt
9 specifications for other types of hurricane protection. All specifications adopted by the Board shall
10 comply with the applicable building code, or shall be structured to ensure that installed hurricane
11 protection is in compliance with the applicable building code. The Board shall not refuse to
12 approve the installation or replacement of hurricane protection conforming to the specifications
13 adopted by the Board, provided that the Board may condition approval upon the Member's
14 agreement to execute documentation determined appropriate by the Board regarding same.

15 **4.19 To Exercise Emergency Powers.** In the event of any emergency, as defined in
16 Article 21 of the Declaration, the Board may exercise the emergency powers described in this
17 Article, and any other emergency powers authorized by law or the Condominium Documents.

18 **4.19.1** During any emergency the Board may hold meetings with notice given
19 only to those Directors with whom it is practicable to communicate, and the notice may be given
20 in any practicable manner. The Director or Directors in attendance at such a meeting shall
21 constitute a quorum. The Board may hold meetings by means of teleconference or video
22 conference.

23 **4.19.2** The Board may cancel, reschedule or postpone meetings of the Members
24 without need to give the notice initially required for such meeting and may require that in person
25 participation at Association meetings, including voting in the election of Directors, be limited to
26 remote attendance by means of teleconference or video conference, when believed appropriate by
27 the Board in the interests of health, safety and welfare of the Owners and Residents.

28 **4.19.3** Corporate action taken in good faith during an emergency under this Article
29 to further the ordinary affairs of the Association shall bind the Association; and shall have the
30 rebuttable presumption of being reasonable and necessary.

31 **4.19.4** The Board may adopt emergency assessments without approval of the
32 Owners with such notice deemed practicable by the Board.

33 **4.19.5** The Board may adopt emergency Rules and Regulations governing the use
34 and occupancy of the Units, Common Elements, Limited Common Elements, and Association
35 Property, with notice given only as is practicable.

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1 **4.19.6** Any Officer or Director acting with a reasonable belief that his or her
2 actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing
3 so, except in the case of willful misconduct.

4 **4.20 To Enter Into Contracts and Borrow Money.** The Board may make contracts
5 and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its
6 notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of
7 all or any of its property, franchises, Assessments, Special Assessments, income or rights.

8 **5. OFFICERS.**

9 **5.1 Executive Officers.** The executive Officers of the Association are the President,
10 one (1) or more Vice Presidents, the Secretary and the Treasurer, all of whom shall be elected
11 annually by and from the Board, and who may be peremptorily removed by a majority vote of the
12 Directors at any meeting. Any person may hold two (2) or more offices except that the President
13 shall not also be the Secretary. The Board may also appoint such Assistant Officers as may be
14 desired. Assistant Officers need not be Directors.

15 **5.2 President — Powers and Duties.** The President is the Chief Executive Officer of
16 the Association, shall preside at all meetings of the Board and Association meetings. The President
17 has general supervision over the affairs of the Association and has all of the powers and duties
18 which are usually vested in the office of President of a not-for-profit corporation.

19 **5.3 Vice-President — Powers and Duties.** The Vice-President shall, in the absence or
20 disability of the President, exercise the powers and perform the duties of the President. He or she
21 shall also generally assist the President and exercise such other powers and perform such other
22 duties as shall be prescribed by the Directors.

23 **5.4 Secretary — Powers and Duties.** The Secretary shall oversee the keeping of the
24 minutes of all proceedings of the Directors and the Members. He or she shall oversee the giving
25 and serving of all notices to the Members and Directors and other notices required by law. He or
26 she shall oversee the keeping and custody of the records of the Association, except those of the
27 Treasurer. He or she shall perform all other duties incident to the office of Secretary of the
28 Association and as may be required by the Directors or the President.

29 **5.5 Treasurer — Powers and Duties.** The Treasurer shall oversee the keeping and
30 custody of all property of the Association, including funds, securities, and evidences of
31 indebtedness. He or she shall oversee the keeping of the Assessment rolls and accounts of the
32 Members. He or she shall oversee the keeping of the books of the Association in accordance with
33 good accounting practices and shall perform all other duties incident to the office of the Treasurer
34 of a not-for-profit corporation.

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1 **5.6 Officers' Compensation.** Officers are not entitled to compensation for service as
2 such, but are entitled to reimbursement of expenses reasonably incurred. This provision does not
3 preclude the Board from employing an Officer or Director as an agent or employee of the
4 Association.

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

11 **7. FISCAL MANAGEMENT.**

12 **7.1 Budget.** An annual budget shall be adopted by the Board at least fourteen (14) days
13 prior to the end of the fiscal year. A proposed annual budget of Common Expenses and anticipated
14 revenues shall be prepared by the Board which shall include all anticipated income/revenue and
15 expenses for operation, maintenance, and administration for each Condominium. The proposed
16 budget may also include expenses of security, in-house communications, Directors and Officers
17 insurance, transportation services, Communications Services, recreational services and amenities,
18 and interior pest control, all of which are declared to be Common Expenses under these Bylaws.
19 The proposed budget shall include reserves, pursuant to the Act, the funding of which may be
20 waived or reduced as provided by the Act. Reserve funds and any accrued interest on the funds
21 shall remain in the reserve account for authorized reserve expenditures, unless their use for other
22 purposes is approved as provided by the Act. The budget may contain a reasonable allowance for
23 contingencies and provide funds for all operating expenses previously incurred. If at any time a
24 budget shall prove insufficient, it may be amended by the Board for the remaining portion of the
25 fiscal year, provided that notice of the Board meeting at which the revised budget will be
26 considered, along with a copy of the proposed revisions to the budget, shall be mailed or delivered
27 to each Member as provided in Article 7.2.

28 If an adopted budget requires Assessments against the Units in any fiscal year which exceed one
29 hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall
30 conduct a special meeting of the Members to consider a substitute budget if the Board receives,
31 within twenty-one (21) days after adoption of the annual budget, a written request for a special
32 meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be
33 conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days
34 prior to such special meeting, the Board shall deliver to each Member or mail to each Member at
35 the address last furnished to the Association, a notice of the meeting. An Officer or manager of the
36 Association, or other person providing notice of such meeting shall execute an affidavit evidencing
37 compliance with this notice requirement. Such affidavit shall be filed among the official records
38 of the Association. At the special meeting, Members shall consider and enact a substitute budget.
39 The adoption of the substitute budget requires a vote of not less than a majority vote of all the

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1 Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a
2 substitute budget is not adopted by the Members, the budget adopted by the Board goes into effect
3 as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of
4 similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or
5 replacement of the Condominium Property, anticipated expenses by the Association which are not
6 anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the
7 Condominium Property and insurance premiums must be excluded from the computation.

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

13 **7.2 Mailing and Posting.** A copy of the proposed annual budget shall be mailed or
14 delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at
15 which the budget will be adopted, together with a notice of the meeting. Electronic notice
16 transmitted to the address furnished by the Unit Owner for such purpose is acceptable where
17 permissible by law. The notice shall also be posted in a conspicuous location on the Condominium
18 Property as provided by law. The Board may include notice of its meeting to set the insurance
19 deductible with notice of the budget meeting.

20 **7.3 Assessments.** The annual shares of the Units of the Common Expenses shall be
21 made payable in installments due monthly or quarterly (as determined by the Board) in advance
22 and shall become due on the first day of each such period and shall become delinquent ten (10)
23 days thereafter. No invoice need be sent by the Association, although the Association may do so.

24 **7.4 Special Assessments.** Special Assessments for Common Expenses, Limited
25 Common Expenses, or Charges, which are not funded through the budget, or which arise due to
26 unforeseen or non-recurring circumstances may be made by the Board, and the time of payment
27 shall likewise be determined by them. Notice of the Board meeting at which such Assessments
28 shall be imposed shall be mailed or delivered to each Member and posted as provided in Article
29 3.7, except in the event of an emergency. To the extent permitted by law, notice of Board meetings
30 at which Special Assessments for Limited Common Expenses will be imposed need only be given
31 to affected Owners. The funds collected pursuant to a Special Assessment shall be used only for
32 the specific purpose or purposes set forth in such notice. However, upon completion of such
33 specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at
34 the discretion of the Board, either be returned to the Members or applied as a credit towards future
35 Assessments.

36 **7.5 Assessment Roll.** The Assessments for Common Expenses and Charges shall be
37 set forth upon a roll of the Units which shall be available for inspection at all reasonable times by
38 Members. Such roll shall indicate for each Unit the name and address of the Owner, and the

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1 Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative
2 of the Association or by the Board as to the status of a Unit's account may be relied upon for all
3 purposes by any person for whom made.

4 **7.6 Liability for Assessments and Charges.** A Member is liable for all Assessments
5 (including Special Assessments) and Charges coming due while the Owner of a Unit, and such
6 Member and Member's grantees or successors, after a conveyance or other transfer of title, are
7 jointly and severally liable for all unpaid Assessments (including Special Assessments) and
8 Charges due and payable up to the time of such voluntary or involuntary conveyance. Liability
9 may not be avoided by waiver of the use or enjoyment of any Common Elements or Association
10 Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a
11 mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or by deed in
12 lieu of foreclosure, such mortgagee shall be jointly and severally liable with the prior unit owner
13 for such Unit's unpaid Assessments (including Special Assessments), Charges, or share of the
14 Common Expenses which became due prior to acquisition of such mortgagee's title unless it
15 named the Association as a defendant in the foreclosure action in which case its liability will be
16 limited as provided in the Act. Such mortgagee or its successors and assigns are liable for all
17 Assessments and Charges that come due after their taking of title.

18 **7.7 Liens for Assessments.** The unpaid portion of an Assessment (including Special
19 Assessment), including an accelerated Assessment which is due, together with all costs, collection
20 expenses, interest, late fees, and reasonable attorneys' fees for collection, including but not limited
21 to appeals, bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation
22 after entitlement has already been determined, shall be secured by a continuing lien upon the Unit.

23 **7.8 Lien for Charges.** Unpaid Charges due to the Association together with costs,
24 interest, late fees, expenses and reasonable attorneys' fees, including but not limited to appeals,
25 bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation after
26 entitlement has already been determined shall be secured by a common law and contractual lien
27 upon the Unit and all appurtenances thereto and its lien priority is established by the Act.

28 **7.9 Collection — Interest; Administrative Late Fee; Application of Payments.**
29 Assessments (including Special Assessments) or Charges paid on or before ten (10) days after the
30 date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date
31 shall bear interest in an amount as determined by the Board which, unless otherwise specified,
32 shall be the maximum allowed by law from the date due until paid. In addition to such interest the
33 Association may charge an administrative late fee in an amount not to exceed the greater of twenty-
34 five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for which payment
35 is received more than ten (10) days after the date due, or the maximum late fee permissible by law.
36 The Association may also accelerate all Assessments or Charges which are accrued, but not yet
37 due, in the manner provided by law. All payments upon account shall be first applied to interest,
38 then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred,
39 and then to the Assessment payment or Charge first due.

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

7 **7.10 Collection — Suit.** The Association, at its option, may enforce collection of
8 delinquent Assessments (including Special Assessments) or Charges by suit at law, by foreclosure
9 of the lien securing the Assessments (including Special Assessments) or Charges, or by any other
10 remedy available under the laws of the State of Florida, and in any event the Association is entitled
11 to recover the payments which are delinquent at the time of collection, judgment, or decree,
12 together with those which have become due by acceleration or which have thereafter become due,
13 plus interest thereon, and all costs and expenses incident to the collection and the proceedings,
14 including reasonable attorneys' fees, including, but not limited to, appeals, bankruptcies, fees
15 incurred in litigating entitlement thereto or fees incurred in litigation after entitlement has already
16 been determined. The Association may attach rental income for delinquent Units and may withhold
17 approval for the sale, lease, or other transfer of a Unit, or any interest therein, until all past due
18 Assessments, interest, late fees, costs, and attorneys' fees have been paid in full. The Association
19 must deliver or mail by certified mail to the Member written notices of its intention to file a lien
20 and to foreclose the lien, as provided by law.

21 **7.11 Association Depository.** The depository of the Association, in which the funds of
22 the Association shall be deposited, shall be financial institutions authorized to do business in
23 Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is
24 backed by the full faith and credit of the United States of America. All deposits shall be within the
25 limits of such insurance. Association funds, whether reserves or operating funds, may not be placed
26 at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks
27 or other withdrawal instruments signed by those persons as are authorized by the Directors or by
28 electronic transfer protocols approved by the Board.

29 **7.12 Commingling of Funds.** All funds of the Association shall be maintained
30 separately in the Association's name. No community association manager or business entity
31 required to be licensed or registered under Section 468.432, Florida Statutes, as amended from
32 time to time, no agent, employee, Officer, or Director of the Association shall commingle any
33 Association funds with his or her funds or with the funds of any other condominium association
34 or community association as defined in Section 468.431, Florida Statutes, as amended from time
35 to time, or with those of any other entity. Reserve funds and operating funds of the Association
36 may be commingled for investment purposes, as provided by law.

37 **7.13 Financial Reports.** A complete financial report of actual receipts and expenditures
38 of the Association shall be made annually which shall comply with Rule 61B-22, Florida
39 Administrative Code, as amended from time to time, and with the Act.

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1 **7.14 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity
2 bonding in the minimum principal sum set forth in the Act, for each person (whether or not a
3 Director) who controls or disburses Association funds, and the President, Secretary and Treasurer.
4 The Association shall bear the cost of bonding of Directors and Officers. In the case of a
5 community association manager or management firm, the cost of bonding may be allocated as the
6 parties may agree. All persons providing management services to the Association, or otherwise
7 having the authority to control or disburse Association funds, shall provide the Association with a
8 certificate of insurance evidencing compliance with this paragraph, naming the Association as an
9 insured under said policy.

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

19 **9. BYLAW AMENDMENTS.** Amendments to the Bylaws shall be adopted in the following
20 manner:

21 **9.1 Proposal of Amendments.** An amendment may be proposed by the President of
22 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

23 **9.2 Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain
24 the full text of the article to be amended. New words shall be underlined and words to be deleted
25 shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder
26 rather than assist understanding, a notation must be inserted immediately preceding the proposed
27 amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER
28 ____ FOR PRESENT TEXT."

29 **9.3 Notice.** The subject matter of proposed amendments shall be included in the notice
30 of any meeting at which a proposed amendment is to be considered or in connection with
31 documentation for action without a meeting.

32 **9.4 Adoption of Amendments.** A resolution for the adoption of a proposed
33 amendment may be adopted by a vote of at least two-thirds ($2/3^{\text{rds}}$) of the Voting Interests of the
34 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
35 has been attained. Amendments correcting errors, omissions, scrivener's errors, violations of
36 applicable law, conflicts between the Condominium Documents, or if determined necessary and
37 desirable by the Board to comply with the requirements of the secondary mortgage market, may

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1 be executed by the Officers of the Association, upon Board approval, without need for Association
2 membership vote. The Board may also adopt amendments necessary to comply with the
3 requirements of any governmental entity.

4 **9.5 Effective Date.** An amendment when adopted shall become effective after being
5 recorded in the Collier County Public Records according to law.

6 **9.6 Automatic Amendment.** These Bylaws shall be deemed amended, if necessary, so
7 as to make the same consistent with the provisions of the Declaration or the Articles of
8 Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or
9 administrative regulations, as amended from time to time, are amended to impose different or
10 alternative procedural requirements than set forth in these Bylaws, the Board may operate the
11 Association pursuant to the different or alternative requirements without the need to change these
12 Bylaws. The Board, without a vote of the Owners, may also adopt by majority vote, amendments
13 to these Bylaws as the Board deems necessary to comply with future amendments to Chapters 607,
14 617, and the Act, or such other statutes or administrative regulations as required for the operation
15 of the Association, all as amended from time to time.

16 **9.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
17 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
18 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
19 mortgages on such Unit shall join in the execution of the amendment, and all other Members
20 approve the amendment.

21 **10. DISPUTE RESOLUTION.**

22 **10.1 Alternative Dispute Resolution.** If unresolved, disputes between the Board and
23 Members, as defined in the Act, must be submitted to arbitration or mediation as provided in the
24 Act prior to commencing litigation, so long as the Act requires such arbitration or mediation.

25 **10.2 Member Inquiries.** When a Member files a written inquiry by certified mail with
26 the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of
27 said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify
28 the inquirer that legal advice has been requested, or notify the inquirer that advice has been
29 requested from the Association's counsel or the Division. If the Board requests advice from the
30 Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a
31 substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty
32 (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer.
33 The failure to provide a substantive response to the inquirer, as provided herein, precludes the
34 Association from recovering attorneys' fees and costs in any subsequent litigation, administrative
35 proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board,
36 the Board shall only be obligated to respond to one inquiry per month pertinent to any particular
37 Unit. In the event of a grievance of a Member against the Association, the Board, or a Member

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1 thereof, written notice in detail of the grievance shall be given the Directors prior to the institution
2 of litigation, (including, but not limited to, arbitration), and they shall be allowed a period of thirty
3 (30) days in which to resolve the grievance.

4 **10.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any
5 remedy for the violation of the Condominium Documents or disputes with a Member or other party
6 as may be available to the Association under the laws of the State of Florida or the Condominium
7 Documents.

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

10 **11.1 Conflicts.** The term “Condominium Documents,” as used in these Bylaws and
11 elsewhere include the Declaration, Articles of Incorporation, these Bylaws, the Rules and
12 Regulations of the Association and the Plat. In the event of a conflict between the language in the
13 Declaration and the Plat, the Plat shall control, except as specifically provided to the contrary in
14 the Declaration. In the event of a conflict between language in any of the other Condominium
15 Documents, the following priorities control:

- 16 1. Declaration of Condominium;
- 17 2. Articles of Incorporation;
- 18 3. Bylaws; and,
- 19 4. Rules and Regulations.

20 **11.2 Gender.** The use of the term “he,” “she,” “his,” “hers,” “their,” “theirs” and all
21 other similar pronouns are construed to include all genders and encompass the plural as well as the
22 singular.

23 **11.3 Severability.** In the event that any provision of these Bylaws is deemed invalid, the
24 remaining provisions remain in full force and effect.

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