

**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,

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

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

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

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

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

32 **2.5.1 Units Owned by Association.** No Voting Interest or consent right allocated
33 to a Unit owned by the Association is exercised or considered for any purpose, whether for a
34 quorum, an election or otherwise, as provided in the Act. Whenever a Unit owned by the
35 Association is ineligible to vote due to the provisions of the Act and these Bylaws, the Voting
36 Interest attributable to that Unit is subtracted from the required number of votes when calculating
37 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;

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1 **2.9.11 Adjournment.**

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

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

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

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

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

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

32 **2.12.4** The Rules of the Association.

33 **2.12.5** A list of all executory contracts or documents to which the Association is a
34 party or under which the Association or the Unit Owners have an obligation or responsibility and,

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1 after bidding for the related materials, equipment, or services has closed, a list of bids received by
2 the Association within the past year. Summaries of bids for materials, equipment, or services which
3 exceed \$500 must be maintained on the website for one (1) year. In lieu of summaries, complete
4 copies of the bids may be posted.

5 2.12.6 The annual budget required by the Act and any proposed budget to be
6 considered at the Annual Meeting.

7 2.12.7 The financial report required by the Act and any monthly income or expense
8 statement to be considered at a meeting.

9 2.12.8 The certification of each Director required by the Act.

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

13 2.12.10 Any contract or document regarding a conflict of interest or possible
14 conflict of interest as provided in Section 468.4335 and Section 468.436(2)(b)6., Florida Statutes
15 (2024) and the Act.

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

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

26 2.12.13 Copies of all building permits issued for ongoing or planned construction.

27 **3. BOARD OF DIRECTORS.**

28 **3.1 Number, Term, and Qualifications.** The affairs of the Association shall be
29 governed by a Board composed of six (6) Directors. At all times there shall be three (3) Directors
30 elected from the Lakes Condos and three (3) Directors elected from the Coach Homes. All
31 Directors shall be Owners or the spouse of an Owner in the applicable Condominium group. If
32 provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously
33 serve on the Board, except as permitted by the Act. When a Unit is owned by a corporation, a

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

18 All Directors will be elected for a two (2)-year term. It is the intention of these Bylaws that a
19 staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold
20 seats in future elections open for one or two-year terms, when necessary or appropriate. In any
21 election where candidates are elected for different terms, those candidates receiving the higher
22 number of votes shall be elected to the lengthier term. In the event that there is no election, such
23 as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are
24 seated shall agree amongst themselves who shall serve the two-year terms and who shall serve the
25 one-year terms. That decision shall be recorded in the minutes of a duly noticed Board meeting. In
26 the event the Directors cannot agree on which among them shall serve the lengthier and shorter
27 terms, the Board shall hold a "run-off" election, wherein those receiving the most votes will be
28 elected to a lengthier term. The term of each Director's service shall extend until their elected term
29 is completed, which shall be the date of the second annual meeting after at which they were elected.
30 Resignations of Directors are effective when received by the Association in writing, unless a later
31 date is stated. In the event a resignation is to take effect at a later date, the resigning Director shall
32 remain on the Board until the effective date of the resignation and may, during this time, vote on
33 all matters before the Board including, but not limited to, any vote to appoint a replacement
34 Director created by his or her resignation. So long as required by the Act, the term limit provisions
35 of the Act shall apply to Director terms, commencing with terms beginning on or after July 1,
36 2018.

37 **3.2 Board Vacancies.** Vacancies on the Board may be filled by appointment by a
38 majority vote of the remaining Directors. If a vacancy is filled by appointment during the first year
39 of a two (2) year term of office, and more than sixty (60) days before the next annual meeting, the
40 successor shall hold that office until the next annual meeting, at which time the members eligible

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1 to vote shall elect a person or persons to fill the remaining unexpired term or terms, if any. When
2 a Director has been recalled by the membership, the vacancy created by his or her removal cannot
3 be filled with the same person as has been removed from the Board, and when a majority of the
4 Board has been recalled, vacancies shall be filled by the membership, as provided by law.

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

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

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

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

27 **3.7 Notice to Owners of Board Meetings.** Notice of meetings, which notice shall
28 specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these
29 Bylaws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of
30 Members, except in an emergency. If closed circuit television is available, the Board may use same
31 for posting notices, as permitted by law. Meetings at which a regular monthly or quarterly
32 Assessment or Special Assessment is to be considered shall specifically state: (1) that Assessments
33 will be considered and (2) the nature, estimated cost, and (2) description of the purpose for such
34 Assessments. Further, written notice of any meeting at which non-emergency Special
35 Assessments, or at which amendment to rules regarding Unit use will be considered, or where the
36 Board will establish the deductible feature of the Association's insurance policies, shall be mailed
37 or delivered (including electronic delivery as provided by law) to the Members and posted

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1 conspicuously, as provided in Article 2.3 of these Bylaws, not less than fourteen (14) continuous
2 days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit
3 executed by the person giving notice, where required by law, and shall be filed among the official
4 records of the Association. Notice of contracts being considered by the Board at a meeting shall
5 be disclosed if and as required by the Act. If required by the Act, if an agenda item relates to the
6 approval of a contract for goods or services, a copy of the contract must be provided with the notice
7 and be made available for inspection and copying upon a written request from a Unit Owner or if
8 the Association is required to maintain a website pursuant to the Act, be made available on the
9 Association's website or through an application that can be downloaded on a mobile device.

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

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

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1 the meeting as originally called may be transacted. Absent Directors may later sign written joinders
2 in Board actions, but such joinders may not be used for purposes of creating a quorum or counted
3 as official votes for the Board's meeting. Directors may participate telephonically or remotely in
4 Board meetings, as provided by law.

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

9 **3.11 Director Compensation.** Directors serve without pay but are entitled to
10 reimbursement for expenses reasonably incurred.

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

21 **4.1 To Assess.** The Board shall adopt budgets and make and collect special and
22 periodic Assessments against Owners to defray the costs of the Association.

23 **4.2 To Expend Association Funds.** The Board shall use the proceeds of Assessments
24 in the exercise of the Association's powers and duties.

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

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

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1 **4.5 To Reconstruct After Casualty.** The Board may reconstruct the Units, Common
2 Elements, Limited Common Elements, and Association Property improvements after casualty and
3 may further improve the property, as specified in the Declaration.

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

9 **4.7 To Enforce.** The Board may enforce by legal means the provisions of applicable
10 laws and the Condominium Documents, and may interpret the Condominium Documents, as the
11 final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

12 **4.8 To Contract.** The Board may contract for management, maintenance, and
13 operation of the Condominiums and the Association.

14 **4.9 To Insure.** The Board shall carry insurance for the protection of the Members and
15 the Association, pursuant to requirements contained in the Declaration and the Act.

16 **4.10 To Pay Utility Bills.** The Board shall pay the cost of all utility services rendered to
17 the Condominiums and Association Property and not billed to Owners of individual Units.

18 **4.11 To Hire and Discharge.** The Board may employ personnel and designate other
19 agents to be paid a reasonable compensation and grant them such duties as deemed appropriate for
20 proper administration of the purposes of the Association.

21 **4.12 To Sue and Be Sued.** The Board may bring and defend suits and other proceedings
22 and may exercise business judgment as to whether the interests of the Association are best served
23 with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

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

30 **4.14 To Enter Into Contracts for Products and Services.** All contracts for the
31 purchase, lease, or renting of materials or equipment, or which are not to be fully performed within
32 one year, and all contracts for services shall be in writing. As to any such contract which requires
33 payment exceeding five percent (5%) of the gross budget including reserves (except for contracts
34 with employees of the Association, attorneys, accountants, architects, engineers, landscape

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1 architects, and community association managers), the Association shall obtain competitive bids
2 unless the products and services are needed as the result of an emergency, or unless the desired
3 supplier is the only source of supply within the county serving the Association. The Board need
4 not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this
5 Article, any renewal of that contract is not subject to such competitive bid requirements if the
6 contract contained a provision that allowed the Board to cancel a contract on thirty (30) days'
7 notice. Materials, equipment, or services provided to a Condominium under a local government
8 franchise agreement by a franchise holder are not subject to the competitive bid requirements of
9 this Article.

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

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

22 **4.15.2** The Unit Owner and, if applicable, the party against whom the fine and/or
23 suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an
24 opportunity for hearing by being given notice of not less than fourteen (14) days.

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

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1 and/or enforcement of suspensions imposed upon Residents, Occupants, Tenants, Guests,
2 Licensees, Invitees, or any Family members of the relevant Unit.

3 **4.16 To Appoint Committees.** The Board may appoint Committees and delegate to
4 such Committees those powers and duties of the Association as the Board deems advisable. All
5 Committees and Committee members shall serve at the pleasure of the Board. Committees of the
6 Association, as defined in the Act, shall conduct their affairs in the same manner as provided in
7 these Bylaws for Board meetings. All other Committees may meet and conduct their affairs in
8 private without prior notice or Owner participation, unless otherwise directed by the Board.

9 **4.17 To Ensure Fire Safety Compliance.** The Board shall ensure compliance with the
10 Florida Fire Prevention Code as required by the Act.

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

20 **4.19 To Exercise Emergency Powers.** In the event of any emergency, as defined in
21 Article 21 of the Declaration, the Board may exercise the emergency powers described in this
22 Article, and any other emergency powers authorized by law or the Condominium Documents.

23 **4.19.1** During any emergency the Board may hold meetings with notice given
24 only to those Directors with whom it is practicable to communicate, and the notice may be given
25 in any practicable manner. The Director or Directors in attendance at such a meeting shall
26 constitute a quorum. The Board may hold meetings by means of teleconference or video
27 conference.

28 **4.19.2** The Board may cancel, reschedule or postpone meetings of the Members
29 without need to give the notice initially required for such meeting and may require that in person
30 participation at Association meetings, including voting in the election of Directors, be limited to
31 remote attendance by means of teleconference or video conference, when believed appropriate by
32 the Board in the interests of health, safety and welfare of the Owners and Residents.

33 **4.19.3** Corporate action taken in good faith during an emergency under this Article
34 to further the ordinary affairs of the Association shall bind the Association; and shall have the
35 rebuttable presumption of being reasonable and necessary.

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1 **4.19.4** The Board may adopt emergency assessments without approval of the
2 Owners with such notice deemed practicable by the Board.

3 **4.19.5** The Board may adopt emergency Rules and Regulations governing the use
4 and occupancy of the Units, Common Elements, Limited Common Elements, and Association
5 Property, with notice given only as is practicable.

6 **4.19.6** Any Officer or Director acting with a reasonable belief that his or her
7 actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing
8 so, except in the case of willful misconduct.

9 **4.20 To Enter Into Contracts and Borrow Money.** The Board may make contracts
10 and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its
11 notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of
12 all or any of its property, franchises, Assessments, Special Assessments, income or rights.

13 **5. OFFICERS.**

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

20 **5.2 President — Powers and Duties.** The President is the Chief Executive Officer of
21 the Association, shall preside at all meetings of the Board and Association meetings. The President
22 has general supervision over the affairs of the Association and has all of the powers and duties
23 which are usually vested in the office of President of a [not-for-profit](#) corporation.

24 **5.3 Vice-President — Powers and Duties.** The Vice-President shall, in the absence or
25 disability of the President, exercise the powers and perform the duties of the President. He or she
26 shall also generally assist the President and exercise such other powers and perform such other
27 duties as shall be prescribed by the Directors.

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

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1 **5.5 Treasurer — Powers and Duties.** The Treasurer shall oversee the keeping and
2 custody of all property of the Association, including funds, securities, and evidences of
3 indebtedness. He or she shall oversee the keeping of the Assessment rolls and accounts of the
4 Members. He or she shall oversee the keeping of the books of the Association in accordance with
5 good accounting practices and shall perform all other duties incident to the office of the Treasurer
6 of a not-for-profit corporation.

7 **5.6 Officers' Compensation.** Officers are not entitled to compensation for service as
8 such, but are entitled to reimbursement of expenses reasonably incurred. This provision does not
9 preclude the Board from employing an Officer or Director as an agent or employee of the
10 Association.

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

17 **7. FISCAL MANAGEMENT.**

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

34 If an adopted budget requires Assessments against the Units in any fiscal year which exceed one
35 hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall
36 conduct a special meeting of the Members to consider a substitute budget if the Board receives,
37 within twenty-one (21) days after adoption of the annual budget, a written request for a special

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1 meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be
2 conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days
3 prior to such special meeting, the Board shall deliver to each Member or mail to each Member at
4 the address last furnished to the Association, a notice of the meeting. An Officer or manager of the
5 Association, or other person providing notice of such meeting shall execute an affidavit evidencing
6 compliance with this notice requirement. Such affidavit shall be filed among the official records
7 of the Association. At the special meeting, Members shall consider and enact a substitute budget.
8 The adoption of the substitute budget requires a vote of not less than a majority vote of all the
9 Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a
10 substitute budget is not adopted by the Members, the budget adopted by the Board goes into effect
11 as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of
12 similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or
13 replacement of the Condominium Property, anticipated expenses by the Association which are not
14 anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the
15 Condominium Property and insurance premiums must be excluded from the computation.

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

21 **7.2 Mailing and Posting.** A copy of the proposed annual budget shall be mailed or
22 delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at
23 which the budget will be adopted, together with a notice of the meeting. Electronic notice
24 transmitted to the address furnished by the Unit Owner for such purpose is acceptable where
25 permissible by law. The notice shall also be posted in a conspicuous location on the Condominium
26 Property as provided by law. The Board may include notice of its meeting to set the insurance
27 deductible with notice of the budget meeting.

28 **7.3 Assessments.** The annual shares of the Units of the Common Expenses shall be
29 made payable in installments due monthly or quarterly (as determined by the Board) in advance
30 and shall become due on the first day of each such period and shall become delinquent ten (10)
31 days thereafter. No invoice need be sent by the Association, although the Association may do so.

32 **7.4 Special Assessments.** Special Assessments for Common Expenses, Limited
33 Common Expenses, or Charges, which are not funded through the budget, or which arise due to
34 unforeseen or non-recurring circumstances may be made by the Board, and the time of payment
35 shall likewise be determined by them. Notice of the Board meeting at which such Assessments
36 shall be imposed shall be mailed or delivered to each Member and posted as provided in Article
37 3.7, except in the event of an emergency. To the extent permitted by law, notice of Board meetings
38 at which Special Assessments for Limited Common Expenses will be imposed need only be given

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1 to affected Owners. The funds collected pursuant to a Special Assessment shall be used only for
2 the specific purpose or purposes set forth in such notice. However, upon completion of such
3 specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at
4 the discretion of the Board, either be returned to the Members or applied as a credit towards future
5 Assessments.

6 **7.5 Assessment Roll.** The Assessments for Common Expenses and Charges shall be
7 set forth upon a roll of the Units which shall be available for inspection at all reasonable times by
8 Members. Such roll shall indicate for each Unit the name and address of the Owner, and the
9 Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative
10 of the Association or by the Board as to the status of a Unit's account may be relied upon for all
11 purposes by any person for whom made.

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

26 **7.7 Liens for Assessments.** The unpaid portion of an Assessment (including Special
27 Assessment), including an accelerated Assessment which is due, together with all costs, collection
28 expenses, interest, late fees, and reasonable attorneys' fees for collection, including but not limited
29 to appeals, bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation
30 after entitlement has already been determined, shall be secured by a continuing lien upon the Unit.

31 **7.8 Lien for Charges.** Unpaid Charges due to the Association together with costs,
32 interest, late fees, expenses and reasonable attorneys' fees, including but not limited to appeals,
33 bankruptcies, fees incurred in litigating entitlement thereto or fees incurred in litigation after
34 entitlement has already been determined shall be secured by a common law and contractual lien
35 upon the Unit and all appurtenances thereto and its lien priority is established by the Act.

36 **7.9 Collection — Interest; Administrative Late Fee; Application of Payments.**
37 Assessments (including Special Assessments) or Charges paid on or before ten (10) days after the

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

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

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

31 **7.11 Association Depository.** The depository of the Association, in which the funds of
32 the Association shall be deposited, shall be financial institutions authorized to do business in
33 Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is
34 backed by the full faith and credit of the United States of America. All deposits shall be within the
35 limits of such insurance. Association funds, whether reserves or operating funds, may not be placed
36 at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks
37 or other withdrawal instruments signed by those persons as are authorized by the Directors or by
38 electronic transfer protocols approved by the Board.

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1 **7.12 Commingling of Funds.** All funds of the Association shall be maintained
2 separately in the Association's name. No community association manager or business entity
3 required to be licensed or registered under Section 468.432, Florida Statutes, as amended from
4 time to time, no agent, employee, Officer, or Director of the Association shall commingle any
5 Association funds with his or her funds or with the funds of any other condominium association
6 or community association as defined in Section 468.431, Florida Statutes, as amended from time
7 to time, or with those of any other entity. Reserve funds and operating funds of the Association
8 may be commingled for investment purposes, as provided by law.

9 **7.13 Financial Reports.** A complete financial report of actual receipts and expenditures
10 of the Association shall be made annually which shall comply with Rule 61B-22, Florida
11 Administrative Code, as amended from time to time, and with the Act.

12 **7.14 Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity
13 bonding in the minimum principal sum set forth in the Act, for each person (whether or not a
14 Director) who controls or disburses Association funds, and the President, Secretary and Treasurer.
15 The Association shall bear the cost of bonding of Directors and Officers. In the case of a
16 community association manager or management firm, the cost of bonding may be allocated as the
17 parties may agree. All persons providing management services to the Association, or otherwise
18 having the authority to control or disburse Association funds, shall provide the Association with a
19 certificate of insurance evidencing compliance with this paragraph, naming the Association as an
20 insured under said policy.

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

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

32 **9.1 Proposal of Amendments.** An amendment may be proposed by the President of
33 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

34 **9.2 Proposed Amendment Format.** Proposals to amend existing Bylaws shall contain
35 the full text of the article to be amended. New words shall be underlined and words to be deleted
36 shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder

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rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER ____ FOR PRESENT TEXT."

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

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

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

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

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

10. DISPUTE RESOLUTION.

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1 **10.1 Alternative Dispute Resolution.** If unresolved, disputes between the Board and
2 Members, as defined in the Act, must be submitted to arbitration or mediation as provided in the
3 Act prior to commencing litigation, so long as the Act requires such arbitration or mediation.

4 **10.2 Member Inquiries.** When a Member files a written inquiry by certified mail with
5 the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of
6 said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify
7 the inquirer that legal advice has been requested, or notify the inquirer that advice has been
8 requested from the Association's counsel or the Division. If the Board requests advice from the
9 Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a
10 substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty
11 (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer.
12 The failure to provide a substantive response to the inquirer, as provided herein, precludes the
13 Association from recovering attorneys' fees and costs in any subsequent litigation, administrative
14 proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board,
15 the Board shall only be obligated to respond to one inquiry per month pertinent to any particular
16 Unit. In the event of a grievance of a Member against the Association, the Board, or a Member
17 thereof, written notice in detail of the grievance shall be given the Directors prior to the institution
18 of litigation, (including, but not limited to, arbitration), and they shall be allowed a period of thirty
19 (30) days in which to resolve the grievance.

20 **10.3 Other Remedies.** Nothing herein shall preclude the Association from pursuing any
21 remedy for the violation of the Condominium Documents or disputes with a Member or other party
22 as may be available to the Association under the laws of the State of Florida or the Condominium
23 Documents.

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

26 **11.1 Conflicts.** The term "Condominium Documents," as used in these Bylaws and
27 elsewhere include the Declaration, Articles of Incorporation, these Bylaws, the Rules and
28 Regulations of the Association and the Plat. In the event of a conflict between the language in the
29 Declaration and the Plat, the Plat shall control, except as specifically provided to the contrary in
30 the Declaration. In the event of a conflict between language in any of the other Condominium
31 Documents, the following priorities control:

- 32 1. Declaration of Condominium;
- 33 2. Articles of Incorporation;
- 34 3. Bylaws; and,

Exhibit "C" to Combined Amended and Restated Declaration of Condominium
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1 4. Rules and Regulations.

2 **11.2 Gender.** The use of the term “he,” “she,” “his,” “hers,” “their,” “theirs” and all
3 other similar pronouns are construed to include all genders and encompass the plural as well as the
4 singular.

5 **11.3 Severability.** In the event that any provision of these Bylaws is deemed invalid, the
6 remaining provisions remain in full force and effect.

Exhibit “C” to Combined Amended and Restated Declaration of Condominium
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