

**CERTIFICATE OF ADOPTION OF THE
AMENDED AND RESTATED BYLAWS**

THE UNDERSIGNED, being the duly elected and acting President, Vice President, Secretary and Treasurer of RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC., hereby certify that the foregoing was approved by a majority of the entire membership of the Board of Directors on 1/27/2020, at a special board meeting called for the purpose, with quorum present; and was approved by not less than a majority of the voting interests of all the members of the Association accomplished at an Owners' meeting, held on 1/27/2020, called for the purpose, with quorum present.

The foregoing both amend and restate the Bylaws in their entirety.

EXECUTED this 28th day of January, 2020

RIVER BEND CONDOMINIUM
ASSOCIATION OF BREVARD, INC

Sign Jackie Grant
PRESIDENT

Print JACKIE GRANT
Current Address 3360 S. ATLANTIC AVE
COCOA BEACH, FL 32931

Sign Nancy S. Costner
SECRETARY

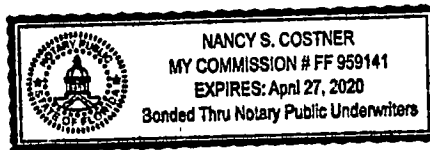
Print NANCY S. COSTNER
Current Address 3360 S. ATLANTIC AVE
COCOA BEACH, FL 32931 Unit 402

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this 28 day of JANUARY, 2020, before me personally appeared JACKIE GRANT as President of RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC, a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal in the County of Brevard, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC.
Sign: Nancy S. Costner
Date: 1/28/2020



STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this 28 day of JANUARY, 2020, before me personally appeared NANCY COSTNER as Secretary of RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC, a Florida corporation, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did not take an oath and who executed the aforesaid as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my signature and official seal in the County of Brevard, State of Florida, the day and year last aforesaid.

NOTARY PUBLIC:
Sign: Jackie Grant
Date: 1/28/2020

D33



JACQUELINE R. GRANT
Commission # GG 184085
Expires June 8, 2022
Bonded Thru Budget Notary Services

**AMENDED AND RESTATED BYLAWS OF
RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC.,
A NOT-FOR-PROFIT CORPORATION**

<u>SECTION</u>	<u>PAGE</u>
Section 1. GENERAL	D1
1.1 Seal	D1
1.2 Definitions.....	D1
Section 2. MEMBERSHIP AND VOTING RIGHTS	D1
2.1 Qualifications	D1
2.2 Change in Membership	D1
2.3 Termination of Membership	D2
2.4 Voting Interests; Votes	D2
2.5 Approval or Disapproval of Matters	D2
2.6 Delinquency	D2
2.7 E-Mail Notice	D2
Section 3. MEMBERS MEETINGS	D3
3.1 Annual Meeting	D3
3.2 Election Meeting	D3
3.3 Special Meeting	D3
3.4 Court-Ordered Meeting	D3
3.5 Notice of Members' Meetings	D4
3.6 Waiver of Notice	D5
3.7 Members' List for Meeting	D5
3.8 Proxies	D6
3.9 Association's Acceptance of Votes	D7
3.10 Vote Required; Membership Participation	D7
3.11 Quorum; Election Ballot Return	D8
3.12 Adjournment of the Meeting	D8
3.13 Order of Business.....	D8

3.14	Minutes of Meetings	D9
3.15	Actions by members in Lieu of a Meeting	D9
Section 4. BOARD OF DIRECTORS; COMMITTEES.....		D9
4.1	Number and Term of Service; Qualifications; Term	D10
4.2	Election of Directors	D10
4.3	Resignation of Directors	D12
4.4	Removal of Directors (Recall).....	D13
4.5	Vacancies on the Board	D14
4.6	Meetings of the Board of Directors	D15
4.7	Notice of Board Meetings; Agenda.....	D16
4.8	Quorum and Voting	D17
4.9	Members Participation of Board Meetings.....	D18
4.10	The Presiding Officer.....	D19
4.11	Order of Business.....	D19
4.12	Joinder in Meeting by Approval of Minutes.....	D19
4.13	Failure of Elect Director Quorum	D19
4.14	Committees	D20
Section 5. OFFICERS		D20
5.1	Officers – Required; Appointment; Removal; Resignation; Vacancies	D20
5.2	President	D20
5.3	Vice-President.....	D20
5.4	Secretary	D21
5.5	Treasurer.....	D21
Section 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS.....		D21
Section 7. FISCAL MATTERS		D21
7.1	Annual Budget.....	D22
7.2	Reserves	D23
7.3	Annual Assessments	D24
7.4	Special Assessments	D25
7.5	Acceleration of Assessments	D25
7.6	Depository	D26
7.7	Annual Financial Reporting	D26
7.8	Fiscal Year.....	D26
Section 8. SUSPENSIONS AND FINES		D26
8.1	Suspensions.....	D26
8.2	Fines.....	D26
Section 9. PARLIAMENTARY RULES		D27

Section 10. EMERGENCY POWERS AND EMERGENCY BYLAWS..... D27
 10.1 Emergency Powers D27
 10.2 Emergency Bylaws D27

Section 11. AMENDMENT OF THE BYLAWS D27
 11.1 Proposal D27
 11.2 Procedure; Notice and Format D27
 11.3 Vote Required..... D28
 11.4 Certificate; Recording; Effective Date..... D28
 11.5 Provisos..... D28

Section 12. ARBITRATION D29

Section 13. CERTIFICATE OF COMPLIANCE D29

Section 14. EMINENT DOMAIN D29

Section 15. WRITTEN INQUIRIES..... D29

Section 16. INDEMNIFICATION..... D30

Section 17. INCORPORATION D31

CERTIFICATE OF ADOPTION OF THE AMENDED
AND RESTATED BYLAWS D32

EXHIBIT "D"

NOTE: SUBSTANTIAL REWORDING OF ENTIRE BYLAWS. SEE ENTIRE ORIGINAL BYLAWS FOR PRESENT TEXT.

AMENDED AND RESTATED BYLAWS

OF

RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC.
(A Corporation not-for-profit under the laws of the State of Florida)

SECTION 1. GENERAL. These are the Amended and Restated Bylaws of River Bend Condominium Association of Brevard, Inc.; hereinafter the "Association", a corporation not for profit organized under the laws of Florida.

1.1 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not-for-profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.2 Definitions. The definitions set forth in the Amended and Restated Declaration of Condominium of River Bend, a Condominium and in the Amended and Restated Articles of Incorporation shall apply to terms used in these Amended and Restated Bylaws.

SECTION 2. MEMBERSHIP AND VOTING RIGHTS.

2.1 Qualifications. The members of the Association shall be all record Owners of Units in the Condominium.

2.2 Change in Membership. A change of membership shall be established and become effective by recording in the public records of the County, a deed or other similar instrument and by delivery to the Association of a copy of such instrument. The failure of a new record owner to deliver a copy of such instrument to the Association shall not deprive the new record owner of membership in the Association.

2.3 Termination of Membership. The termination of membership in the Association does not relieve or release a former member from liability or obligation incurred in, or in any way connected with, the Condominium during the period of his or her membership, nor does it impair any rights or remedies which the Association may have against any former Owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident to same.

2.4 Voting Interests; Votes. Each member of the Association is entitled to one (1) vote for each Unit owned by him/her. The total number of possible votes (the "voting interests") shall equal the total number of Units. In the event of multiple ownership, the Owners of the Unit must execute a voting certificate designating the voting member for the Unit. If a voting certificate is required but not on file with the Association, then the vote shall not count for any purpose. Votes shall be cast in person or by proxy, except that proxies may not be used in connection with the election of directors. No individual may cast a vote assigned to a Unit if the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida Law.

2.5 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit if in an Association meeting, unless the joinder of record owners is specifically required. Unless provided by law as amended from time to time, the Association may seek membership approval in writing, in lieu of a meeting, meeting notice and voting at a meeting and the minimum response must be not less than the same percentage as the quorum for members meetings; the percentage of written consents required shall be the same as the votes required at a meeting; the Association shall comply with the provisions of Florida Statute 617.0701(4), as amended from time to time.

2.6 Delinquency. Any Owner more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association may have their voting rights suspended by the Board, as provided for in the Condominium Act, as amended from time to time.

2.7 E-Mail Notice. The Association may provide notice of Board and membership meetings via e-mail notice so long as the Owner consents in writing to receive notice in this manner. The Owner who consents to receiving notices of meetings

by electronic transmission is solely responsible for removing bypassing filters that block receipt of mass e-mails sent to members on behalf of the Association in course of giving electronic notices.

SECTION 3. MEMBERS MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held on the Condominium property at 7:00 P.M. EST on the first Tuesday in February of each year.

3.2 Election Meeting. The election meeting shall be held on the Condominium property each year as part of the annual meeting, for the purpose of electing Directors.

3.3 Special Meeting. Special members meetings must be held whenever called by the president or by a majority of the Board of Directors, and must be promptly called by the president upon the president's or secretary's receipt of a written petition signed and dated by ten (10%) per cent of the voting interests of the membership. Such petition shall state the purpose(s) of the meeting. The business at any special meeting shall be limited to the items specified in the petition, and contained in the notice of meeting.

- A. The calling of a special meeting for recall of Directors is governed by Section 4.4.B below and by applicable Administrative Rules, and not by the provisions of this Section 3.3.
- B. The calling of a meeting requires only the application of 10% of the voting interests of the Members or according to the current Florida Statutes.

3.4 Court-Ordered Meeting. The circuit court of the County may, after notice to the Association, order a meeting of the members to be held:

- A. On application of any member of the Association entitled to vote in an annual meeting if an annual meeting has not been held within any 13-month period; or
- B. On application of a member who signed a demand for a special meeting valid under Section 3.3 above, if.

1. Notice of the special meeting was not given within sixty (60) days after the date the demand was delivered to the Association's secretary or president; or
 2. The special meeting was not held in accordance with the notice.
- C. The court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, and enter other orders as may be appropriate.

3.5 Notice of Members' Meetings.

- A. **Election Meeting.** Notice of the election meeting shall be as provided for in Section 4.2 below
- B. **Annual and Special Meetings.** Notice of all annual and special members meetings must state the time, date, and place of the meeting. Notice of all annual and special meetings shall be sent by first class mail, or by e-mail if consented to in writing by the Member concerned, to each Member at his or her address as it appears on the books of the Association. The officer, manager or other person making such mailing shall provide an affidavit as to the mailing, which shall be retained as part of the official records of the Association. Notice of an annual or special members meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained. The notice must be mailed or delivered at least fourteen (14) days, but not more than sixty (60) days, prior to the date of the meeting except that the maximum notice for the annual meeting where there is an election to the Board, is thirty-four (34) days. The notice must also state the intended agenda for the meeting.
 1. Notice of the annual meeting shall be posted in a conspicuous place on the Condominium or Association

property at least fourteen (14) continuous days prior to the annual meeting; no such posting is required in connection with special meetings of the membership or if there is no Condominium or Association property upon which notices can be posted.

3.6 Waiver of Notice. A member's attendance at a meeting, either in person or by proxy:

- A. Waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or
- B. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

3.7 Members' List for Meeting

- A. After the mailing (including, if applicable, by e-mail) of notice of any meeting, the Association shall prepare a list of the unit numbers with names and addresses of all its members who were mailed notice of the meeting. This list shall be updated as memberships change up to the date of the meeting.
- B. The members' list must be available for inspection by any member for a period of ten (10) days prior to the meeting and continuing up to the start of the meeting at the Association's principal office or at a place identified in the meeting notice in the city/town where the meeting will be held. A member or his/her agent or attorney is entitled on written demand to inspect the list during regular business hours and at his expense, during the period it is available for inspection. In furtherance of the foregoing, the members' list may also be available by electronic transmission available to a member either electronically via internet or by allowing the records to be viewed in electronic format on a computer screen and printed.

- C. The Association shall make the members' list available at the meeting and any member or his/her agent or attorney is entitled to inspect the list at any time up to the start of the meeting or any adjournment.
- D. The members' list is prima facie evidence of the identity of members entitled to examine the members' list or to vote at meeting of members.
- E. If the requirements of this Section 3.7 have not been substantially complied with or if the Association refuses to allow a member or his/her agent or attorney to inspect the members' list before or at the meeting, the following shall apply: The meeting shall be adjourned until such requirements are complied with on the demand of any member in person or by proxy who failed to get such access, or, if not adjourned upon such demand and such requirements are not complied with, the circuit court of the County on application of the member, may summarily order the inspection or copying at the Association's expense and may postpone the meeting for which the list was prepared until the inspection or copying is complete.
- F. Refusal or failure to comply with the requirements of this Section 3.7 shall not affect the validity of any action taken at the meeting.

3.8 Proxies. A proxy may be given by any person entitled to vote, and shall be valid only for the specific meeting for which it was originally given and/or any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, and signed by the person authorized to cast the vote for the Unit, and must be delivered to a Director or managing agent before the start of the particular meeting. The proxy form must conform to any requirements of the Condominium Act and applicable Administrative Rules. An executed original, an executed telegram or cablegram appearing to have been transmitted by the authorized person, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy form and an e-mail with scanned signature and date are all valid. Holders of proxies need not be

members. The holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. The proxy may name the Board of Directors as the proxy holder, in which case the proxy shall be voted in the manner determined by resolution of the Board. Subject to Section 3.9 of these Bylaws and to any express limitation on the proxy's authority appearing on the face of the proxy form, the Association is entitled to accept the proxy's vote or other action as that of the member appointing the proxy. Limited proxies must be used where required by the Condominium Act. All other requirements of Florida Statutes shall be followed.

3.9 Association's Acceptance of Votes.

- A. If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the member.
- B. The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.
- C. The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this Section 3.9 are not liable in damages to the member for the consequences of the acceptance or rejection.
- D. Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.9 is valid unless a court of competent jurisdiction determines otherwise.

3.10 Vote Required; Membership Participation. If a quorum exists, action on a matter (other than the election of Directors) by the members is approved if approval is received from not less than a majority of those voting interests present in person and by proxy at the meeting, unless the Condominium Documents or applicable law require a greater number of affirmative votes. Any member may speak with reference to all

designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of members' statements; any of such Rules and Regulations shall yield for a particular meeting to the extent that a majority of the voting interests at the meeting determine so. An Owner shall have the right to tape record or videotape a Members' meeting, subject to any applicable Administrative Rules and written Board rules on the subject. Notwithstanding the foregoing to the contrary, no Owner may videotape or tape or digitally record at any Members' meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

3.11 Quorum; Election Ballot Return.

- A. **Annual and Special Members Meetings.** The quorum for the annual and special members' meetings shall be a majority of the voting interests of the entire membership of the Association. After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of voting interests entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment.
- B. **Election Meeting.** Not less than twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election, even though there might not be a quorum at the annual meeting.

3.12 Adjournment of the Meeting. Any duly called meeting of the members may be adjourned to a later date by the vote required under Section 3.10 of these Bylaws, regardless of whether a quorum has been attained. A new notice of the adjourned meeting shall be given. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the continued meeting.

3.13 Order of Business The order of business at members meetings shall be substantially as follows:

- A. Call to order by the president (or other officer in the absence of the president).
- B. The President shall chair the meeting or at his/her discretion

- appoint a chairperson.
- C. Appointment of a parliamentarian, if so desired by the membership at the meeting.
 - D. Call of the roll or certification of quorum.
 - E. Proof of notice of meeting or waiver of notice.
 - F. Election of Directors (where appropriate).
 - G. Minutes of last members meeting - read or waive reading.
 - H. Reports of officers.
 - I. Reports of Committees.
 - J. Unfinished business.
 - K. New business.
 - L. Adjournment.

3.14 Minutes of Meetings. The minutes of all meetings of the membership shall be available for inspection by members and/or their authorized representatives at any reasonable time. Minutes may be available either electronically via the Association's website or by allowing the records to be viewed in electronic format on a computer screen and printed or as permitted by the Condominium Act with respect to the inspection of official records. Minutes shall be retained from inception of the Association, unless an earlier retention period is provided for in the Condominium Act as amended from time to time.

3.15 Actions by Members in Lieu of a Meeting. The Association has the option to vote on membership voting matters by way of a written consent in lieu of notice of and the holding of a membership meeting, subject to any requirements of any applicable statute or as amended from time to time.

SECTION 4. BOARD OF DIRECTORS; COMMITTEES.

The administration of the affairs of the Association shall be by a Board of Directors, with each Director having a fiduciary relationship with the Owners. All powers and duties granted to the Association by law, as modified and explained in the Condominium Documents, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required. An Owner does not have the authority to act for the Association by reason of being an Owner.

4.1 Number and Term of Service; Qualifications; Term.

- A. **Number.** The number of Directors which shall constitute the whole Board of Directors shall be five (5) persons.
- B. **Qualifications.** A Director must be a record Owner; and in the event of a trust as Owner, then any trustee or resident beneficiary; the Association shall be permitted to obtain from the trust as Owner reasonable documentation from said Owner indicating that the individual in question has the representative capacity as just stated. To the extent provided by the Condominium Act, as amended from time to time, 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 in another jurisdiction that would be considered a felony if committed in this state is not eligible for Board membership unless such felon's civil rights have been restored for a period of not less than five (5) years as of the date such person seeks election to the Board. Owners delinquent in the payment of any monetary obligations due to the Association as of the deadline to submit notices of intent to run as a candidate to the Board are not eligible to be placed on the election ballot and are disqualified from serving on the Board of Directors. Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one (1) Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy or on the deadline for filing an Intent to Run."
- C. **Term.** Each Director shall serve for a one (1) year term, with such term limits as provided for in the Condominium Act as amended from time to time, with such provision in the Act to be construed to be prospective only.

4.2 Election of Directors.

- A. At each election meeting, the members shall elect as many Directors as there are regular terms of Directors expiring and other vacancies to be filled. Not less than sixty (60) days before the

scheduled election meeting, the Association must send the first notice of election meeting to each Owner of the date along with the intent to run required by F.S. 718.112(2)(d)(3). Not less than forty (40) days prior to the date of the election meeting, eligible candidates must deliver to the Association, written notice of his or her desire to run for the Board of Directors in order to be eligible to be placed on the election ballot. A written receipt must be provided by the secretary or person designated by the secretary, to all candidates responding in a timely fashion to the first notice of election. Any candidate may, but is not required to, furnish the Association with an information sheet which shall be no larger than 8 ½ inches by 11 inches. The candidate's information sheet, if any, and the executed intention to run from the candidate must be received by the Association by no later than thirty-five (35) days prior to the meeting, unless a later date is permitted by the Administrative Rules or Condominium Act as amended from time to time. The Association shall have no liability for the contents of this information sheet prepared by the candidate. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

- B The Association shall provide a second notice of election meeting to all Members required by Section 3.5.B above not less than fourteen (14) days prior to the scheduled election. The second notice will include the date, time and place of the election meeting, together with a ballot listing all eligible candidates in alphabetical order by his or her surname and any information sheets and the signed certificate form referenced above, received from same.
- C. No Owner shall permit any other person to cast his ballot, and any such ballots improperly cast shall be deemed invalid. The Association shall follow any Administrative Rules applicable to safeguarding the secrecy of ballots. In the election of Directors, there shall be appurtenant to each Unit as many votes as there are Directors to be elected. No voting representative of any Unit may cast more than one vote for any candidate, it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of ballots cast shall

be declared elected, except that any tie(s) shall be decided as permitted by the applicable Administrative Rules.

D. A newly elected Director shall take office immediately upon the adjournment of the election meeting, provided that the ballot return referred to in Section 3.11.B above is achieved, and notwithstanding that there may not be a quorum for the annual meeting.

E. Provisos. Notwithstanding the foregoing to the contrary, the following shall apply:

1. An election and balloting submission is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board to be filled. In the event such an election and balloting submission is not required as described in the immediately preceding sentence, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.
2. In the event that the membership fills vacancies after recall pursuant to Section 4.5.B.2 below, then the election of Directors to fill the vacancies shall be governed by the procedures set forth in the applicable Administrative Rules.
3. In the event that there are an insufficient number of candidates during a particular year to fill all vacancies such that there are fewer than the then required number of Directors on the Board, the shortage in the number of Directors shall be considered a vacancy on the Board, which may be filled by the Directors pursuant to Section 4.5.A below.

4.3 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors or to the president or secretary. A resignation is effective when the notice is delivered unless the notice specifies a later

effective date. If a resignation is made effective at a later date, the vacancy may be filled before the effective date if it is provided that the successor does not take office until the effective date. A written resignation once tendered cannot be rescinded. Oral resignations shall not be considered effective.

4.4 Removal of Directors (Recall). Any or all Directors may be removed with or without cause by a majority of the voting interests, either by a written agreement or at any meeting called for that purpose.

- A. **By Written Agreement.** If a proposed recall is sought by written agreement, a separate agreement is required for each member of the Board being recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- B. **By Special Meeting.** A special meeting for the purpose of recall may be called by ten percent (10%) of the voting interests of all Members. The proposed recall of more than one member of the Board shall require a separate vote for each member sought to be recalled. All requirements imposed by the Administrative Rules as amended from time to time shall be followed.
- C. **Re-election.** Any Director recalled shall not be eligible for re-election until the next regular election meeting.
- D. **Monetary Obligation Delinquency.** Any Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy, which shall occur without the need for a recall as provided for above.
- E. **Director and Officer Offenses.** A Director or Officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy. The foregoing shall occur without the need for a recall as provided for above. While such Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Officer. However, should the charges be resolved

without a finding of guilt, the Director or Officer shall be reinstated for the remainder of his or her term of office, if any, and the Director or Officer who was appointed to fill the vacancy shall be deemed removed and the Director or Officer whose charges were resolved without a finding of guilt shall resume office for the balance of the term, if any.

4.5 Vacancies on the Board.

A. **A Vacancy Other than in Connection with Recall.** If the office of any Director becomes vacant for any reason, other than recall as provided for in Section 4.4.A or 4.4.B above, a majority of the Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the unexpired term of his/her predecessor in office. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs. The vacancy may not be filled by an Owner who is a co-owner of a Director already on the Board unless they own more than one Unit or there is no other Owner willing to fill the vacancy.

B. **Vacancy In Connection with Recall.**

1. If a vacancy occurs on the Board as a result of a recall and less than a majority of the existing Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, for such term as mandated by applicable law as amended from time to time.
2. If vacancies occur on the Board as a result of a recall and a majority or more of the existing Board members are removed, the vacancies shall be filled in accordance with applicable Administrative Rules, for such term as mandated by applicable law as amended from time to time.

3. The term "existing Board members" refers to those existing on the date of the recall meeting or date of certification of a recall by written agreement, as applicable.
4. The conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election shall be as set forth in the Condominium Act and in applicable Administrative Rules.

4.6 Meetings of the Board of Directors.

- A. **Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed by the Directors at the annual meeting at which they were elected, upon providing not less than 48 hours posted notice of the meeting.
- B. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.
- C. **Special Meetings.** Special meetings of the Directors may be called by the president, and must be called by the president or secretary at the written request of a majority of the Directors.
- D. **Adjourned Meetings.** Any duly called meeting of the Board of Directors may be adjourned to a later date by a vote of the majority of the Directors present, regardless of whether a quorum has been attained. No notice of adjournment is required to be given to any Director who was not present at the time of adjournment. Any business which might have been conducted at the originally scheduled meeting may be conducted at its continuance.
- E. **Telephone or Video Conference.** The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meetings through the use of a telephone or video conference so long as it complies with the requirements of the applicable Administrative Rules, as amended from time to time.

A Director participating in a meeting by this means is deemed to be present in person at the meeting.

4.7 Notice of Board Meetings; Agenda.

- A. **Notice to Directors.** Notice of the time and place of meetings shall be given to each Director, personally or by mail, telephone, or telegraph, or e-mail, and shall be transmitted two (2) days prior to the meeting; notwithstanding the foregoing to the contrary, no notice need be given to Directors of a meeting if it is a regular meeting pursuant to a published schedule of meetings provided to each Director. Notice of the next meeting shall state the agenda for the meeting, including details of any agenda item which will be discussed, considered or approved.
- B. **Waiver of Notice by Directors.** Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened; except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.
- C. **Notice to Members.**
1. **Posting.** Except as otherwise provided in Subsection C.2 below or as otherwise provided by the Condominium Act, as amended from time to time, notices of all Board meetings shall be posted conspicuously on the Condominium or Association property at least forty-eight (48) continuous hours in advance, or 14 day notice if required, except in an emergency.
 2. **Mail or Delivery.** For all Board meetings requiring a fourteen (14) day notification per Florida Statute, such notice

including agenda and supporting materials shall be mailed or delivered to the Members or electronically transmitted to members not less than fourteen (14) days prior to the Board meeting, and posted conspicuously on the Condominium or Association property not less than fourteen (14) days prior to the Board meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by those persons specified in the Condominium Act as amended from time to time, and filed among the official records of the Association. Electronic notice is permitted so long as the Owner in question consents in writing (including via e-mail with scanned signature and date) to receive notices in this manner.

3. **Assessments to be levied.** A 14 day Notice of any meeting in which regular (annual) or special assessments against Owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessment.

D. **Agenda.** The notice of any Board meeting shall identify all agenda items. Notice of any meeting at which assessments are considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments. An owner may petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after receipt of the petition, place the item on the agenda.

4.8 **Quorum and Voting.**

A. **Quorum.** A quorum at a Board meeting shall be attained by the presence in person of a majority of the entire Board of Directors then serving

B. **Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except

when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board meetings, except that Directors may vote by secret ballot for the election of officers. So long as required by the Condominium Act as amended from time to time, a vote or abstention for each Board member present shall be recorded in the minutes of the Board meeting.

- C. **Presumption of Assent.** A Director who is present at a meeting of the Board, inclusive of the president, shall be deemed to have voted with the majority of the action taken. He or she votes against or abstains from such action. Notwithstanding the foregoing to the contrary, a Director who abstains from voting on any action taken or any corporate matter shall be presumed to have taken no position with regard to the action.
- D. **Agenda.** No item not on the posted agenda may be taken up by the Board at a Board meeting unless same is an emergency item and the necessary vote is obtained as set forth in the Condominium Act and Administrative Rules as amended from time to time. Such vote must be ratified by the Board as provided for in the Condominium Act and Administrative Rules as amended from time to time.

4.9 Members Participation at Board Meetings. Meetings of the Board of Directors shall be open to all Members to attend and observe. The right to attend Board meetings includes the right to speak with reference to all designated agenda items, subject to reasonable written Rules and Regulations adopted by the Board of Directors governing the frequency, duration and manner of Members' statements. Any Member may tape record or videotape meetings of the Board of Directors, subject to any applicable Administrative Rules, and written Rules and Regulations adopted by the Board of Directors. Notwithstanding the foregoing to the contrary, no Member may videotape or tape or digitally record at any Board meeting unless the Member provides written notice of his or her intention to do so, which notice is received by the Association no later than twenty-four (24) hours prior to the scheduled time and date for the meeting.

4.10 The Presiding Officer. Except as otherwise provided for by the Administrative Rules regarding a meeting for the recall of Directors, the president of the Association, or in his absence, the vice-president, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those Directors present.

4.11 Order of Business. The order of business at meetings of the Directors, as appropriate, shall be:

- A. Calling of roll
- B. Proof of notice of meeting or waiver of notice
- C. Reading and disposal of any unapproved minutes of Board meetings
- D. Reports of officers and committees
- E. Election of officers (if any)
- F. Unfinished business
- G. New business
- H. Adjournment

4.12 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

4.13 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any member of the Association may apply to the circuit court of the County for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the circuit court, the member shall mail to the Association and post conspicuously on the Condominium property, a notice describing the intended action, giving the Association time to fill the vacancies. If during such time the Association fails to fill the vacancies, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver and reasonable court costs and reasonable attorneys' fees incurred by the petitioner(s). The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve as such until the Association fills vacancies on the Board sufficient to constitute a quorum.

4.14 Committees. The notice, conduct and participation in voting, and keeping and maintenance of minutes of Committees as defined by the Condominium Act as amended from time to time, shall be governed by the provisions contained in the Condominium Act and Administrative Rules as amended from time to time. Meetings of Committees will comply with Florida Statutes and Administrative Code and publish a meeting notice and agenda 48 hours prior to the meeting.

SECTION 5. OFFICERS.

5.1 Officers - Required; Appointment; Removal; Resignation; Vacancies. The executive officers of the Association shall be a president, and a vice-president who must be Directors, and a treasurer and a secretary who need not be Directors, all of whom shall be appointed by the Board to serve for one (1) year. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one vice-president. Any officer may be removed with or without cause by the vote of the majority Board at any Board meeting. An officer may resign at any time by delivering notice to the Board of Directors. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Association accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.2 President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the members and Directors, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He or she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors. He or she shall execute bonds, mortgages, and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-President. The vice-president, shall, in the absence or disability of the president, perform the duties and exercise the power of the president, and shall perform such other duties as the Board of Directors may prescribe.

5.4 Secretary. The secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be maintained as part of the official records of the Association, and shall perform like duties for the standing committees when required. He or she shall maintain an accurate and up-to-date roster of Owners and their addresses. He or she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the seal to any instrument requiring it. The secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by the Assistant secretary, if one has been designated.

5.5 Treasurer. The treasurer is the custodian of the funds, securities and financial records of the association. When the association has a manager or other employee that actually handles the funds, then the treasurer's duties will include overseeing the appropriate employees to ensure that the financial records and reports are properly kept and maintained. Unless the Bylaws otherwise specify, the treasurer is responsible for coordinating the development of the proposed annual budget and for preparing and giving the annual financial report. The annual financial report must be provided at the end of each fiscal or calendar year and will cover the preceding twelve (12) months of the association's activities. Copies of the report must be maintained by the association and be available to both unit owners and prospective purchasers. The treasurer does not have the authority to bind the association or the board when dealing with third parties unless the board has provided express authority for the treasurer to do so. The treasurer does not have to actually perform the day-to-day record-keeping functions of the association, but the treasurer will ultimately be responsible for making sure that the financial records of the association have been maintained properly in accordance with good accounting practices.

SECTION 6. COMPENSATION OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS. Neither Directors, officers, nor (statutory and non-statutory) committee members shall receive compensation for their services as Directors, officer or committee member (as applicable). Directors, officers and committee members shall be entitled to reimbursement for all actual and proper out-of-pocket expenses, relating to the proper discharge of their respective duties.

SECTION 7. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in Section 10 of the Declaration shall be supplemented by the following provisions:

7.1 Annual Budget.

- A. The Board of Directors shall adopt an annual budget for common expenses for each budget year, which shall run from January 1st through December 31st, unless the Board votes otherwise, no later than the end of the year preceding the budget year. A copy of the proposed budget and a notice stating the date, time and place of the Board meeting shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to the date of that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. The annual budget shall include all estimated expenses or expenditures including the categories set forth in F.S. 718.504(21)(c), only if applicable, as more fully set forth in the Condominium Act and Administrative Rules as amended from time to time. The failure of the Association to adopt a budget prior to the commencement of the new budget year shall not invalidate the budget or the annual assessments due pursuant to the untimely adopted budget. The Board of Directors further has the power to amend (increase) the annual budget should same be necessary to pay for valid common expenses, or to amend (decrease) the annual budget should same be warranted, all in the discretion of the Board of Directors.
- B. If an adopted budget requires assessments against the Owners in any budget year which exceed 115% of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests of all members of the Association received by the Board within twenty-one (21) days after the adoption of the annual budget, shall call a special meeting of the members within sixty (60) days after adoption of the annual budget, upon not less than fourteen (14) days prior notice to those Owners. At the special meeting, the Owners may consider and enact a new budget, provided that not less than a majority of the voting interests of the entire membership vote to do so. If a quorum is not attained at the special meeting or a substitute budget is not adopted by the members at the special meeting by the majority vote just mentioned, the budget adopted by the Board of Directors shall go

into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the property in the Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the Properties shall be excluded from the computation.

7.2 Reserves.

A. Statutory Reserves for Capital Expenditures and Deferred Maintenance.

1. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance and shall list the information as required by the Condominium Act and applicable Administrative Rules as amended from time to time. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and all other building components required by the Condominium Act and applicable Administrative Rules as amended from time to time. The amount to be reserved shall be computed by a formula based upon the remaining estimated useful life and replacement cost of each item, in the manner required by any applicable Administrative Rules as amended from time to time.
2. These reserves shall be fully funded unless a majority of the voting interests of all those Members who are present in person and by proxy at a Members' meeting vote to fund no reserves or less than adequate reserves for a budget year. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN**

PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

The foregoing language shall also be placed on the ballot distributed at the meeting. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Members as required in 7.1 above.

3. Reserves funded under this Section 7.2 and any interest accruing thereon shall be used only for the purposes for which they were reserved, unless their use for other purposes is first approved by the same vote of voting interests mentioned in the preceding sentence, or unless their use is otherwise permitted by the Condominium Act and Administrative Rules as amended from time to time. Such reserves shall be segregated from operating funds of the Association to the extent required by the Condominium Act and Administrative Rules as amended from time to time. Any interest accruing on all reserve may be used for any reserve category.

- B. **Non-Statutory Reserves:** In addition to the statutory reserves provided in 7.2.A above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, permitted improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid or minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year, subject to advice from the Association's accountant as to tax consequences of same. Any reserves which are not to be restricted must be shown in the operating portion of the budget.

7.3 Annual Assessments: Annual assessments based on the adopted budget shall be paid in equal monthly installments, in advance, due on or before the first day of each and every month in each and every year, unless otherwise specified by the

Board of Directors. One written notice of the annual assessment shall be provided to all members, prior to the start of the particular budget year; no other notices need be given by the Association. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget for a new budget year has not been adopted at the time the first installment for that year is due, it shall be presumed that the amount of such installment is the same as the previous installment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due installment. In the event that the annual budget is amended, the overage or shortage calculated shall be added or subtracted equally over the balance of the annual assessment installments due for the year.

7.4 Special Assessments. Special assessments may be imposed by the Board of Directors when needed to meet any proper common expense(s) for which there is/are not sufficient funds in the annual budget and annual assessments. Special assessments are due on the date(s) specified in the resolution of the Board approving such assessment. The applicable provisions of Section 4.7.C.2 above shall apply. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. Such purpose shall include any contingent special assessment paid in conjunction with the purchase of an insurance policy authorized by F.S. 718.111(11). In the event that the funds are used for the specific purpose or purposes, and excess funds remain, the excess funds will be retained by the Association as part of the common surplus, and may, at the discretion of the Board, be retained as part of the common surplus, returned to the Owners or applied as a credit toward future assessments.

7.5 Acceleration of Assessments. If any annual or special assessment installment as to a Unit becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment for that fiscal year and/or special assessment, as applicable. The accelerated assessment shall be due and payable on the date on which the claim of lien is recorded. Once the claim of lien is recorded, the Association shall send the delinquent owner a notice that the right of acceleration has been exercised, which notice may be given as part of the notice of intent to foreclose as required by F.S. 718.116, or may be sent separately.

7.6 Depository. The Association shall maintain its accounts in such bank or banks as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such person(s) as are authorized by the Board.

A. **Proviso.** Notwithstanding the foregoing to the contrary, statutory reserve funds shall be maintained differently if so required by the Condominium Act or Administrative Rules as amended from time to time.

7.7 Annual Financial Reporting. The Board of Directors shall have performed and shall provide such form of accounting as required by applicable provisions of and waivable as provided for, in F.S. 718.111(13), as amended from time to time. The Board of Directors shall mail or hand deliver or send via e-mail (if consented to by the Owner, in writing, to receive e-mail notice) as required by said statute as amended from time to time.

7.8 Fiscal Year. The fiscal year for the Association shall be from January 1st through December 31st.

SECTION 8. SUSPENSIONS AND FINES.

8.1 Suspensions. The Association has the right, in addition to all other available legal remedies, to suspend the rights of an Owner or an Owner's tenants, guests, invitees or both, to use the recreational areas for violations of the Condominium Documents and/or Rules and Regulations. The Association also has the power to suspend the foregoing referenced use rights when an Owner is more than ninety (90) days delinquent in the payment of any fine, fee, or other monetary obligation due and owing to the Association. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time.

8.2 Fines. A fine may be levied by the Association in an amount not to exceed One Hundred (\$100.00) Dollars per violation and may be levied on the basis of each day of a continuing violation in an amount not to exceed One Hundred (\$100.00) Dollars per day up to a maximum aggregate of One Thousand (\$1,000.00) Dollars, unless a higher amount is permitted by the Condominium Act as amended from time to time. Further fines may be levied for the same conduct, so long as the limitations and requirements set forth in the Condominium Act as amended from time to time, are

observed. The Association shall observe all limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time.

SECTION 9. PARLIAMENTARY RULES ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of meetings of the membership and Board of Directors when not in conflict with the Condominium Documents or applicable Law.

SECTION 10. EMERGENCY POWERS AND EMERGENCY BYLAWS.

10.1 Emergency Powers. The Association shall have those emergency powers set forth in F.S. 718.1265, as amended from time to time

10.2 Emergency Bylaws. The Association shall have the power to adopt emergency Bylaws pursuant to F.S. 617.207, as amended from time to time.

SECTION 11. AMENDMENT OF THE BYLAWS. All amendments to the Bylaws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the entire membership of the Board of Directors or by written petition signed by at least thirty percent (30%) of the voting interests of the members of the Association. Only one co-owner of a Unit need sign the petition for that Unit.

11.2 Procedure; Notice and Format. In the event that any amendment is proposed by the Board of Directors, then the Board may propose the amendment to be considered at the annual or a special members' meeting. In the event that any amendment was proposed by written petition of the members, then the Board shall have forty (40) days from its receipt of the petition or ten (10) days after its next regular meeting, whichever time period is greater, to certify that the proper number of owners executed the petition. Once certified, the Board shall call a meeting of the members to vote on the amendments within sixty (60) days after certification of the signatures. An amendment may be considered at the annual or a special members' meeting. The full text of any amendment to the Bylaws shall be included in the notice of the members' meeting of which a proposed amendment is considered by the members. New words shall be inserted in the text by underlining and words to be deleted shall be lined through with hyphens; however, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words.

added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See provision _____ for present text."

11.3 Vote Required. Except as otherwise provided by Florida law, or by specific provision in the Declaration or these Bylaws, these Bylaws may be amended by concurrence of a majority of the entire membership of the Board of Directors then serving and by not less than a majority of the voting interests of all members of the Association. If the amendments were proposed by a written petition signed by the members pursuant to Section 11.2 above, then the concurrence of the Board of Directors shall not be required.

11.4 Certificate; Recording; Effective Date. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by any officer of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The Certificate of Amendment shall, on the first page, state the book and page of the public records where the Declaration is recorded.

11.5 Provisos. Notwithstanding any provision in these Bylaws to the contrary:

- A. An Amendment to these Bylaws that adds, changes, or deletes a greater or lesser quorum or voting requirement must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirements then in effect or proposed to be adopted, whichever is greater.
- B. Any emergency Bylaws adopted pursuant to F.S. 617.207, amended from time to time, may be adopted or amended by the vote of a majority of the entire Board of Directors at the time there is no emergency, or by a lesser vote as determined by the Board in the event of such an emergency, as the term "emergency" is defined in said statute; such Bylaws must be recorded, and shall become effective as resolved by the Board of Directors. This Section 11.5.B of the Bylaws shall not preclude the members from amending or repealing such emergency Bylaws as referenced in

Section 10.2 above. No emergency Bylaws amended or repealed by the members shall be amended by the Board of Directors, without following the procedures in the statute referred to in Section 10.2 above.

SECTION 12. ARBITRATION. Nonbinding arbitration shall apply to disputes referenced in F.S. 718.1255.

SECTION 13. CERTIFICATE OF COMPLIANCE. A certificate of compliance from a licensed contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

SECTION 14. EMINENT DOMAIN. The Association has the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

SECTION 15. WRITTEN INQUIRIES. When an Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to Owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

SECTION 16. INDEMNIFICATION.

16.1 To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding for settlement or appeal of such proceeding (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a committee of the Association. Indemnification of Directors and Officers shall also be that provided for in Section 617.028, Florida Statutes, as amended from time to time. Indemnification shall include an advance of the Director's, officer's or committee member's attorneys' fees and defense costs, provided that the Director or officer provides the undertaking assurance required by F.S. 607.0850(6); the foregoing is conditioned upon the Director, officer or committee member agreeing to use counsel of the Association's choosing, if the Association so conditions. In the event of a conflict between this Section 16 and said statute, the conflict shall be resolved in favor of providing the broadest protection possible to Directors, officers and committee members. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his/her actions or omissions to act were material to the cause adjudicated and involved:

- A. Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; or
- B. A violation of criminal law, unless the Director, officer or committee member had no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or
- C. A transaction from which the Director, officer or committee member derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the

Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

SECTION 17. INCORPORATION. All provisions of F.S. 718.112(2)(a) through (o) are deemed to be included in these Bylaws.