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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Prepared by and Return to:
Ulrich, Scarlett, Watts & Dean, P.A.
713 S. Orange Ave., Ste. 201
Sarasota, Florida 34236

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS OF BEACH MANOR VILLAS SOUTH, A CONDOMINIUM

THE UNDERSIGNED, as President and on behalf of Beach Manor Villas South, Inc., a Florida not for profit corporation (hereinafter the "Association") hereby certifies that the Declaration of Condominium and Bylaws of Beach Manor Villas South, as originally recorded in Official Records Book 841, Page 232, et. seq., of the Public Records of Sarasota County, Florida, and as amended from time to time, were duly amended and restated by the required vote of the members of the Association present in person or by proxy, at a properly called meeting of the Association held on January 9, 2023, and are attached hereto as Composite Exhibit "A".

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and attested to by its Secretary this 24th day of January, 2023.

BEACH MANOR VILLAS SOUTH, INC., a Florida not for profit corporation

WITNESSES (As to President)

Print Name: Warren Wood

Print Name: Mark Reece

By: Jeff Reynolds
President: JEFF REYNOLDS

Attested:

By: Jack Humrichouser
Secretary: JACK HUMRICHOUSER

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me **by means of** ☒ **physical presence or** ☐ **online notarization**, this 24th, day of January, 2023, by JEFF REYNOLDS as President of BEACH MANOR VILLAS SOUTH, INC., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced ______________________ as identification.

Print Name:
Notary Public
My Commission Expires:

JACALYN K. WOOD
Commission # HH 116385
Expires April 20, 2025
Bonded Thru Budget Notary Services

AMENDED AND RESTATED BYLAWS

OF

BEACH MANOR VILLAS SOUTH, INC.,

A FLORIDA NOT FOR PROFIT CORPORATION

**(Substantial Rewrite of the Bylaws.
See the Original Bylaws and
Prior Amendments for then Current Text.)**

1. <u>GENERAL.</u> These are the Amended and Restated Bylaws of Beach Manor Villas South, Inc., a not for profit corporation (hereinafter sometimes referred to as "the Association"), organized and existing under the laws of the State of Florida, for the purpose of operating a condominium pursuant to the Florida Condominium Act, as amended. All prior Bylaws are hereby revoked and superseded in their entirety, as of the effective date of these Amended and Restated Bylaws.

1.1. <u>Principal Office.</u> The principal office of the corporation shall be at 1025 Beach Manor Center, Venice, FL 34285, or at such other place as may from time to time be designated by the Board of Directors.

1.2. <u>Seal.</u> The seal of the corporation shall be inscribed with the name of the corporation, 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.

1.3. <u>Definitions.</u> The definitions set forth in the various sections of the Amended and Restated Declaration of Condominium shall apply to terms used in these Amended and Restated Bylaws.

1.4 <u>Incorporation by Reference.</u> These Amended and Restated Bylaws incorporate and are subject to Chapter 718, Florida Statutes, as amended from time to time, the Declaration of Condominium of Beach Manor Villas South, and the Beach Manor Villas South, Inc. Articles of Incorporation, all as may, from time to time, be amended.

2. <u>MEMBERS.</u>

2.1. <u>Qualifications.</u> The members of the Association shall be the record owners of legal title to the units in Beach Manor Villas South, Inc. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. In the case of a unit owned by a trust, the trustee shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the completion of the following events:

A. Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member(s); and,

B. Approval by the Board of Directors as provided for in Article 16 and its subparts of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM; and,

C. Delivery to the Association of a copy of the recorded deed or other instrument evidencing legal title to the unit in the member(s); and,

D. Delivery to the Association, if required, of a written designation of the primary occupant(s).

2.2. Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes (the "voting interests") is equal to the total number of units in the Association.

A. If a unit is owned by one natural person, the right of that person to vote shall be established by the record title to that unit.

B. If a unit is owned jointly by two or more natural persons the vote for that unit may be cast by any one of the record owners in attendance or by proxy.

C. If two or more owners of a unit do not agree among themselves how the one vote for that unit shall be cast, no vote for that unit shall be counted for any purpose.

D. If a unit is owned by a corporation, partnership, trust or other entity other than a natural person, the vote for that unit shall be cast by the person designated in a Certificate signed by the person or persons authorized to sign that Certificate on behalf of such entity. To be effective said Certificate must be filed with the Secretary of the Association, and it will remain in effect until it is revoked by filing with the Secretary a subsequently executed Certificate. If such a certificate is not on file or has been revoked, the vote attributable to such unit shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

2.3. Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote for such unit at an Association meeting as provided in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4. Change of Membership. A change in membership in the Association shall be established by the new membership becoming effective as provided in Section 2.1. above. At that time the membership of the prior owners shall be terminated automatically.

2.5. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under, or in any way connected with, the Condominium during the period of his/her membership. Further, the termination of membership does not impair any rights or remedies which the Association may have against any former owner or member arising out of, or in any way connected with, such ownership or membership and the covenants and obligations incident thereto.

3. MEMBERSHIP MEETINGS AND VOTING

3.1. Annual Meeting. There shall be an annual meeting of the members which shall be held in the month of January of each calendar year in the City of Venice, FL, the specific date, time and place of which shall be determined by the Board of Directors. The purpose of said annual meeting shall be to transact any business duly authorized to be transacted by the members, including the casting of ballots for the election of Directors. The counting of said ballots and the announcement of the results of that election shall take place during said annual meeting.

3.2. Special Membership Meetings. Special Membership Meetings must be held whenever called by the President or by a majority of the Directors, and must also be called if requested in writing by members having at least thirty percent (30%) of all voting interests. Any such written request shall state the purpose or purposes of the requested meeting. The business to be conducted at any special Membership Meeting shall be limited to the items specified in the Notice of Meeting and Agenda.

3.3. Notice of Membership Meetings and Waiver of Notice. Notice of all Membership Meetings, including the Annual Membership Meeting and Special Meetings, must state the time, date and location of the meeting, and must also include an Agenda for that meeting.

A. At least fourteen days prior to any scheduled Membership Meeting, a Notice of Meeting must be mailed or electronically transmitted to each member at the address which appears on the books of the Association; or, such Notice may be furnished by personal delivery, including the delivery option to send notices via commercial carrier. Such Notice shall also be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to that meeting.

B. An affidavit of the officer or other person making such mailing, transmission or delivery shall be retained in the Association's records as proof of mailing.

C. If ownership of a unit is transferred after Notice of a Membership Meeting has been mailed, electronically transmitted or personally delivered, no separate notice to the new owner is required.

D. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time by written waiver.

E. Each member shall be responsible for providing the Association's Manager, or in the event the Association does not have a manager to the Association Secretary at the Association's principal office, by written or electronically transmitted notice, of his/her current address, and any changes in address. The Association shall not be liable to any member who does not receive timely notice of a Membership Meeting, where that failure of notice is caused, in whole or in part, from the failure of the member to keep the Association Manager apprised of that member's current address.

3.4. Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast fifty-one per cent (51%) of the votes of the Association.

3.5. Vote Required. The acts approved by a majority of the votes cast at a duly called Membership Meeting at which a quorum has been attained, in person or by proxy, shall be binding upon all unit owners for all purposes, except where a greater number is expressly required by the Florida Condominium Act or by any provision of the governing documents.

3.6. Proxy Voting. To the extent lawful, any person entitled to vote at a Membership Meeting may establish his/her presence and cast his/her vote by proxy.

A. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

B. Every proxy shall be revocable at the pleasure of the person executing it.

C. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of said meeting, or by the time to which such meeting is adjourned.

D. Holders of proxies need not be members of the Association.

E. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7. Adjourned Meetings. Any duly called Membership Meeting may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8. Order of Business. The order of business at a Membership Meeting shall be substantially as follows:

A. Call to Order, Proof of due Notice, and determination of the existence of a quorum;

B. Reading or disposal of Minutes of last Membership Meeting;

C. Reports of Officers;

D. Reports of Committees;

E. Unfinished Business;

F. New Business;

G. Announcement of results of election of Directors; and,

H. Adjournment.

I. Such order may be waived or modified in whole or in part by direction of the Chair of the meeting.

3.9. Minutes. Minutes of all Membership meetings, Board of Directors, and duly appointed Committee meetings shall be kept in a businesslike manner and available for inspection by members or their authorized representative and by Board members, at reasonable times.

3.10. Parliamentary Rules. The latest edition of Roberts' Rules of Order, Small Assembly, shall guide the conduct of the Association meetings when not in conflict with the law, with the Articles of Incorporation, the Declaration of Condominium, or with these Bylaws, all as amended. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived. However, in no event shall a strict or technical reading or interpretation of said Roberts' Rules be made so as to frustrate the will of the persons properly participating in any such meeting.

3.11. Action By Members Without Meeting. Any action required or permitted to be taken by the members at any Membership Meeting may be taken without a Membership Meeting, without prior notice and without a vote, if written Consents setting forth the action to be taken are signed by the members entitled to vote thereon having not less than the minimum number of votes that would be necessary to approve such action at a Membership Meeting.

A. Such written Consents must describe the proposed action to be taken, and must be dated and signed by approving persons who would be entitled to vote on such action, and must be delivered to the Secretary or other authorized Agent of the Association.

B. Such written Consents shall not be effective to approve the proposed action described in them unless they are signed by members having the requisite number of votes necessary to authorize such action, and are delivered to the Secretary or other authorized agent of the Association within sixty (60) days of the date of the earliest dated Consent.

C. Any written Consent may be revoked prior to the date that the Association receives the required number of Consents to authorize the proposed action. A revocation shall not be effective unless it is in writing, and until received by the Secretary or other authorized agent of the Association.

D. Within ten (10) days of obtaining such authorization by written Consent, notice must be given to members who have not consented in writing. Such notice shall fairly summarize the material features of the authorized action.

E. A Consent signed in accordance with the forgoing has the effect of a meeting vote and may be described as such in any document.

3.12. Virtual Meetings. The Association may hold virtual meetings via remote electronic services where doing so is required to protect the health, safety, or welfare of the Association, Unit Owners, tenants, guests, or Association common element property or to comply with emergency guidelines issued by federal, state, or local authorities.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by the Florida Condominium Act, the Amended and Restated Declaration of Condominium, the Articles of Incorporation, and these Amended and Restated Bylaws, and shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1. Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). Except as set forth herein, all Directors shall be elected for a term of two (2) years. A system of staggered terms shall be implemented in the first election following the effective date of these Amended and Restated Bylaws. If that election occurs in an even numbered year, then four (4) Directors shall be elected for a two-year term, and three (3) Directors shall be elected for a one-year term. In the following odd numbered year, three (3) Directors shall be elected for a two-year term. Thereafter, all elections for Directors shall be for two-year terms. Conversely, if that first election occurs in an odd numbered year, then three (3) Directors shall be elected for a two-year term, and four (4) Directors shall be elected for a one-year term. In the following even numbered year, four (4) Directors shall be elected for a two-year term. Thereafter, all elections for Directors shall be for two-year terms. A Directors term will end at the annual election at which his/her successor is duly elected, unless he/she sooner resigns, or is recalled as provided in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below. No director may serve consecutive terms in excess of those allowed under the Florida Condominium Act.

4.2. Qualifications. The following individuals are eligible to serve on the Board of Directors:

A. A member of the Association, or the spouse of a member;

B. In the case of a unit owned by a corporation, any officer of the corporation;

C. In the case of a unit owned by a partnership, any partner;

D. In the case of a unit held in trust, the trustee, grantor or settlor of the trust, or anyone of the beneficial owners;

E. Any person designated as the "voting representative" under Section 2.2 above; and,

F. Any person not otherwise deemed by applicable law to be ineligible to serve on the Board of Directors.

G. Any person not delinquent in payment of any monies owed to the Association for more than 90 days as of the date of nomination.

4.3. Nominations and Elections. On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring.

A. Notice of each annual election shall be given to all owners at least sixty (60) days in advance of the election.

B. Any person eligible to serve as a Director who wishes to qualify as a candidate must notify the Association in writing of his/her desire to be a candidate at least forty (40) days prior to the annual election. Notice shall be deemed effective when received by the Association.

C. Any person indicating his/her desire to qualify as a candidate may also include with such notification and subject to the same forty (40) day deadline, a separate information sheet, no larger than 8 ½ inches by 11 inches, which describes the candidate's background, education, and qualifications for office, and any other information deemed relevant by the candidate.

D. The Association shall mail or deliver to all owners a second notice of the election, together with the candidate information sheets and a ballot which shall list all candidates in alphabetical order by surname, at least fourteen (14) days in advance of the election; **provided, however,** that if the number of candidates does not exceed the number of vacancies, then no election shall be required.

E. Directors shall be elected by a plurality of the votes cast. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

4.4. Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, even if less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual Membership Meeting.

4.5. Removal and Replacement of Directors. Any or all Directors may be removed with or without cause pursuant to the recall procedures by written form as provided by the Department of Business and Professional Regulations .Any vacancy in the Board of Directors so created shall be filled by vote of the members affecting the recall where majority of the board has been recalled. Where majority of the board remains in place, the remaining board shall appoint directors to fill the vacancies created

4.6. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.7. Other Meetings. Meetings of the Board of Directors may be held at such time and place in the City of Venice, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally, by mail, telephone, electronic transmission or telegram at least forty-eight (48) hours prior to the time of such meeting.

4.8. Notice to Owners. All meetings of the Board of Directors shall be open to members of the Association, and notices of all Board Meetings (including an Agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice shall also be given by means of electronic transmission at least forty-eight (48) hours in advance of any Board meeting to those owners who provide to the Secretary of the Association their current email address. Neither the Association nor any of its officers or agents shall be liable for any failure to provide timely notice to any owner where such failure was caused or contributed to, in whole or in part, by the failure of such owner to provide to the Secretary his/her current email address.

A. Any item not included on the agenda for a meeting may be tàken up on an emergency basis with the concurrence of at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

B. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below.

C. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below.

D. The rights of owners to attend Board meetings includes the right to speak on designated Agenda items, subject to the rules of the Association as to the manner of doing so.

E. Notwithstanding anything to the contrary contained in the Condominium Documents, notice of all meetings of the Board or of a committee must be provided to the members of the Association. However, the requirement that Board meetings and committee meetings be open to members of the Association does not apply to meetings of the Board or a committee with the Association's Attorney with respect to proposed or pending litigation if that meeting is held for the purposes of seeking or rendering legal advice; or for the purpose of discussing personnel matters.

4.9. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10. Quorum of Directors and Meeting Participation. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board by telephone, real-time videoconferencing, or similar real-time electronic or video communication whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.11. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he/she voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the Minutes.

4.12. Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.13. Presiding Officer. 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 the Directors present.

4.14. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15. Committees. The Board of Directors shall have the authority to establish by Resolution such Mandatory, Standing and Ad Hoc Committees as it deems necessary and convenient for the efficient and effective operation of the Condominium.

A. The Resolution establishing any such Committee shall specify the number of members it shall have and the powers and duties assigned to it, all of which may be amended from time to time by Resolution of the Board.

B. Each President shall, within twenty (20) days of his/her election have the authority to appoint or to reappoint the Chairperson and the members of each such Committee.

C. Each such Committee shall comply with the Meeting Notice requirements specified in Section 4.8 of these Bylaws.

D. To the extent reasonably possible, meetings of such Committees shall be conducted under the same rules and requirements, and in the same manner, as meetings of the Board of Directors.

E. To the extent reasonably possible, meetings of such Committees shall provide for participation of off-site Committee members and Association members by telephone conference call or other similar electronic means as specified in Section 4.10 of these Bylaws.

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

A. Operating and maintaining (whether entirely or in supplement to other maintenance) all types of Common Elements and other Association property, both real and personal;

B. Determining the expenses required for the operation of the Association, adopting budgets, levying assessments and the collection and remittance of assessments;

C. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association's property;

D. Adopting and amending rules and regulations concerning details of the operation and use of the property;

E. Maintaining bank accounts on behalf of the Association and designating the signatories required therefore;

F. Purchasing, leasing or otherwise acquiring title to, or interest in, property in the name of the Association or its designees, for the use and benefit of its Members. However, the power of the Board to purchase real property shall be limited to not more than ten percent (10%) of the annual budget unless approved by a vote of a majority of the Membership present in person or by proxy at a duly called meeting of the Membership;

G. Reviewing, on at least an annual basis, all insurance policies held by the Association, which shall include but not necessarily be limited to, general liability, workers compensation, and officers and directors liability for the Association and the Common Elements;

H. Making repairs, additions, and improvements to, or alterations of, Common Elements and repairs to and restoration of the same in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

I. Enforcing obligations of the Members, allocating revenue and expenses, determining the amount of assessments, collecting assessments, as appropriate, against or due from each Member, including but not limited to fines, lien enforcement and other necessary legal proceedings, and to pay or cause to be paid all obligations of the Association, and taking such other actions as shall be deemed necessary and proper for the sound management of the Association;

J. Borrowing money on behalf of the Association when required in connection with the operation, care upkeep and maintenance of Common Elements (except for anticipated expenses which shall be assessed to Members), provided, however, that the consent of the Members having the power to cast at least two-thirds (2/3) of the votes cast by the Members, in person or by proxy, shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed an amount equal to ten percent (10%) of the budgeted gross expenses of the Association for the fiscal year in which the vote is taken;

K. Contracting for the management and maintenance of the Common Elements and of the Association, and authorizing a duly licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as:

1. the submission of proposals;
2. the collection of assessments;
3. the preparation of records;
4. the enforcement of covenants, restrictions, rules and regulations; and,
5. the maintenance, repair and replacement of Common Elements and other Association property with such funds as shall be made available by the Association.

The Association and its officers shall, however, retain at all times the powers and duties granted by the Amended and Restated Declaration of Condominium, the Articles of Incorporation, and these Amended and Restated Bylaws, including, but not limited to the making of assessments, the promulgation of rules and regulations, and the execution of contracts on behalf of the Association;

L. Exercising all powers specifically set forth in the Declaration, the Articles, these Bylaws and applicable statutes and case law, and all powers incidental thereto, each as amended; and, all other powers of a Florida not for profit corporation and the Florida Condominium Act, as amended from time to time.

4.17. Emergency Powers. In the event of an "emergency" as defined in Sections 4.17(H) and (I) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by applicable Florida law, Executive Order or Administrative Order issued by the State.

A. The Board may name as assistant officers, persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

B. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Section in furtherance of the ordinary affairs of the Association shall be binding upon the Association; and, shall have the rebuttable presumption of being reasonable and necessary.

E. The Board may use reserve funds to meet Association needs, and may use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of any emergency pursuant to Section 718.112(2)(f)(3), Florida Statutes, as may be amended from time to time. The Board may adopt emergency assessments with such notice as is deemed reasonably practicable by the Board.

F. Any officer, Director or employee of the Association acting with a reasonable belief that his/her actions are lawful in accordance with these emergency Bylaws shall incur no personal liability for doing so, except in the case of willful misconduct.

G. These emergency Bylaws set forth in this Section 4.17 and its subsections shall supersede any inconsistent or contrary provisions of the bylaws during the period of an emergency.

H. For purposes of this Section 4.17 and its various subsections, an "emergency" exists only during a period of time that the condominium, or the immediate geographic area in which the condominium is located, is subjected to:

1. a state of emergency declared by the local civil or law enforcement authorities; and/or,

2. a hurricane warning; and/or,

3. a partial or complete evacuation order; and/or,

4. federal or state "disaster area" status; and/or,

5. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, tropical storm, hurricane, tornado, war, civil unrest, or act of terrorism;

6. Executive or Administrative Order entered by the State related to Pandemic or epidemic emergencies; and,

7. an unanticipated set of circumstances which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Unit Owners, the Condominium Property, or Association Property.

I. An "emergency" also exists for purposes of this section during a time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of war or terrorism, or other similar event. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

4.18. Parliamentary Procedure for the Board and Committees. The provisions of Section 3.10 above relating to parliamentary procedure at membership meetings shall also be applicable to meetings of the Board of Directors and Committees.

4.19. Virtual Meetings. The Association may hold virtual meetings via remote electronic services where doing so is required to protect the health, safety, or welfare of the Association, Unit Owners, tenants, guests, or Association common element property or to comply with emergency guidelines issued by federal, state, or local authorities.

5. OFFICERS.

5.1. Officers and Elections. 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 are not required to also be Directors, all of whom shall be elected by the Board of Directors for a term of one (1) year and thereafter until qualified successors are elected and have taken office. If the Board so determines, there may be more than one Vice-President.

A. Any officer may be removed with or without cause by a vote of a majority of all Directors at any meeting.

B. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary of the Association.

C. The Board may, from time to time, appoint such additional officers, and designate their powers and duties, as the Board shall determine to be required to manage the affairs of the Association. Such additional appointed officers shall hold office at the pleasure of the Board of Directors.

D. If any office other than that of President becomes vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy for the remaining term of such office.

5.2. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the members and Directors; shall be an ex-officio member of all mandatory and standing committees; shall have general and active management of the business of the Association; shall see that all orders and resolutions of the Board are carried into effect; shall execute bonds, mortgages and other contracts on behalf of the Association; and, shall execute contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute them has been delegated by the Board of Directors to some other officer or agent of the Association; and, shall perform all other duties and responsibilities authorized or required by law.

5.3. Vice-Presidents. The Vice -Presidents, in the order of their seniority, shall in the absence or disability of the President perform the duties and exercise the powers of the president, and shall perform such other duties as the President or the Board of Directors may from time to time assign to them.

5.4. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the membership, and shall cause all votes and the Minutes of all proceedings to be recorded in a book or books to be kept for that purpose, and shall perform like duties for the mandatory and standing committees when required. He/she shall give, or cause to be given, timely notice of all meetings of the membership and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He/she shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated. In addition to the duties herein specifically described, the Secretary shall perform all other duties and responsibilities authorized or required by law.

5.5. Treasurer. The Treasurer shall be responsible for Association funds and securities; the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association; and, the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/she shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and the Directors, at the meetings of the Board or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated. In addition to the duties herein specifically described, the Treasurer shall perform all other duties and responsibilities authorized or required by the Board of Directors, the President, or by law.

5.6. Resignations. Any Director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date, unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the governing documents as amended shall be, and hereby are, supplemented by the following provisions:

6.1. Depositories. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

6.2. Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year in accordance with generally accepted accounting principles.

A. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be personally delivered, mailed or electronically transmitted to the owner of each unit not less than fourteen (14) days prior to that meeting.

B. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

C. The proposed budget shall contain projected revenues and reasonably distinct line items for the expenses of operating the Association and the Common Areas including, without limitation, those expenses for insurance, maintenance, professional fees, management fees, salaries and other employee expenses and general office and overhead items.

D. The Association shall provide a copy of the budget to each Member, or shall give each Member notice of the availability thereof.

E. Any surplus funds available at the end of the budgeted year shall be allocated to the next year's annual budget or returned to the Members, as determined by the Board.

6.3. Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed Budget must include reserve accounts for capital expenditures and deferred maintenance as required by law.

A. These accounts shall include, but are not limited to, roof replacement, building painting, pavement resurfacing, and pool and equipment reserve. The amount to be reserved shall be computed by a formula based upon the estimated life and the estimated replacement cost of each item.

B. These reserves shall be funded unless the members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than full funding of reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 6.2 above.

C. Reserves funded under this Section 6.3. and all interest earned on such reserves, shall not be commingled with operating funds, (unless combined for investment purposes), and shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority vote of those present in person or by proxy at a members' meeting duly called for that purpose.

D. The foregoing notwithstanding, the Board is authorized to utilize the pooled method of funding reserves and use the reserves accordingly.

E. Operating and reserve funds may be invested in combined accounts, but such funds shall be accounted for separately, and the combined account balance may not, at any time, be less than the amount identified as reserve funds in the combined account, or the minimum amount required by law.

F. Operating and reserve funds may be combined in the monthly or quarterly assessments paid by the unit owners, provided that the operating and reserve funds are segregated within thirty (30) days after receipt (unless combined for investment purposes).

6.4. Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves" as defined in Rule 61B-22.001(4), Florida Administrative Code, as the same may be amended from time to time. The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5. Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If the annual budget has not been adopted at the time of the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last 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 shall be added or subtracted from each unit's next due installment.

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

A. Payment of special assessments is due on the day specified in the resolution of the Board approving such assessments.

B. Written notice of any Board meeting at which a non-emergency special assessment will be considered must be mailed or electronically transmitted to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments.

C. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s).

D. If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7. Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds. This insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse Association funds" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding, and the premiums on such insurance or bonds shall be a common expense.

6.8. Financial Statements. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, either a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

6.9. Accounting Records and Reports. The Association shall maintain accounting records within the State of Florida, and such records shall be open to inspection by Members or their authorized representatives subject to reasonable rules established by the Association. Such records shall include, but not be limited to, a record of all receipts and expenditures.

6.10. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless modified by the Board of Directors in accordance with IRS regulations.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt, amend or repeal, and enforce reasonable administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, transfer and appearance of units, common elements, and limited common elements, subject to any limits contained in the governing documents as amended. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and must be uniformly applied and enforced. Rules regarding unit use shall be adopted by the Board of Directors at a duly noticed meeting as set forth in Section 4.8 hereof.

8. OFFICIAL RECORDS.

8.1. Types of Records. The Association shall maintain a copy of each of the following records, which shall constitute the Official Records of the Association. The official records specified in subparagraphs 8.1. A. – 8.1. F. must be permanently maintained in perpetuity from the inception of the association. All other official records must be maintained for at least 7 years.

A. Copies of plans, permits, warranties and other items provided by the original developer, if any;

B. A copy of the recorded Declaration of Condominium and all amendments thereto;

C. A copy of the recorded Bylaws of the Association and all amendments thereto;

D. A copy of the Articles of Incorporation of the Association and all amendments thereto;

E. A copy of the current Rules and Regulations of the Association;

F. A book or books containing the Minutes of all meetings of the Board of Directors of the Association, and of all meetings of the Membership of the Association;

G. A current roster of all Members, their mailing addresses, unit numbers and, if known, telephone numbers;

H. All current insurance policies of the Association, or copies thereof;

I. A copy of any current management agreement, lease or other contract to which the Association is a party or under which the Association or the Members, as a group, have an obligation or responsibility;

J. A copy of bids received by the Association for work to be performed;

K. Any other records which are open to inspection by the Members pursuant to law.

8.2. Inspection of Records. All of the foregoing records shall be open to inspection by Members or their authorized agents at all reasonable times and places within ten (10) business days after receipt of a written request for access to such records. Such right of inspection shall include the right to make photocopies of records at the Associations' actual cost of access and copying. Such inspection and copying shall, however, be subject to reasonable rules and regulations adopted by the Board of Directors from time to time. The right to inspect and copy records shall not extend to those records which are not accessible to owners under the Florida Condominium Act.

9. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

9.1. Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or who condone such violations by their family members, guests, invitees, tenants or lessees. Such fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law.

9.2. Procedure. The procedure for imposing such fines shall be as follows:

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, which notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the specific provisions of the Declaration, Bylaws or rules and regulations which have allegedly been violated; and,

3. A short and plain statement of the factual matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee.

C. The unit owners shall be the parties ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a family member, guest, invitee, tenant or lessee.

9.3. Mandatory Non-Binding Arbitration. In the event of any "dispute" as defined in Section 718.1255(1) Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

9.4. Availability of Remedies. Each member, for him/herself, his/her heirs, successors and assigns, agrees that in the event of violations of its governing documents, the Association shall have available to it the remedies provided in the foregoing provisions of this Section 9, as well as such other remedies as may; be allowed by law or regulation. It is the intent of all members to give to the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due to it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

10. AMENDMENT OF BYLAWS. These Bylaws may be amended in the following manner:

10.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the members' meeting notice at which a proposed amendment is to be considered.

10.2. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than twenty (20%) percent of the Association's voting interests.

10.3. Adoption. These Bylaws can be amended, altered or replaced only upon an affirmative vote of not less than 2/3rds of the members who cast a vote, in person or by proxy, at a properly called members' meeting at which a quorum is obtained. Members not present in person at the members' meeting considering the amendment may express their approval or disapproval in writing, by proxy, provided their proxy vote is delivered to the Secretary prior to the members' meeting.

10.4. Amendments. All amendments shall be in the form prescribed by Section 718.112, Florida Statutes, as amended from time to time.

10.5. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the Association's President or Vice President and attested by the Secretary with the formalities of a Deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

11. MISCELLANEOUS.

11.1. Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; or singular or plural, as the context requires.

11.2. Severability. Should any portion hereof be void or become unenforceable the remaining provisions of this document shall remain in full force and effect.

11.3. <u>Conflict.</u> If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Amended and Restated Bylaws, the Amended and Restated Declaration of Condominium or Articles of Incorporation, the provisions of the Amended and Restated Declaration first and the Articles of Incorporation second, shall prevail over the provisions of these Amended and Restated Bylaws.