

1 **PROPOSED SECOND AMENDED AND RESTATED**
2 **BYLAWS**
3 **OF**

4 **WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.**

5 ~~(Substantial rewording of bylaws, See, Provisions of current Bylaws for present text)~~

6
7 Additions are (underlined).

8 Deletions are stricken through.

9
10 1. IDENTITY - These are the Second Amended and Restated Bylaws (“Bylaws”) of
11 Windsor West Condominium Association, Inc., a not-for-profit Florida corporation formed
12 for the purpose of administering Windsor West Condominium (“Condominium”) which is
13 located in Fort Myers, Lee County, Florida, upon the lands described in the Declaration of
14 Condominium. (The corporation is referred to as the “Association.”)

15
16 1.1. OFFICE - The office of the Association ~~shall be is~~ at ~~the Condominium or~~
17 such ~~other~~ location ~~within the County~~ as may from time to time be determined by the Board
18 ~~of Directors.~~

19
20 1.2. FISCAL YEAR - The fiscal year of the Association ~~shall be is~~ the calendar
21 year, unless otherwise determined by the Board ~~of Directors.~~

22
23 1. 3. SEAL - ~~The seal of the Association shall be circular in shape, bear the~~
24 ~~abbreviated name of the Association, the word "Florida."~~ A corporate seal for the Association
25 may be adopted and may be changed by the Board and shall bear the name or abbreviated
26 name of the Association, the word "Florida," the year of establishment, and shall identify the
27 Association as a not-for-profit corporation. A common seal may be used in lieu of a raised
28 corporate seal. A seal is not required to validate corporate actions unless specifically
29 required by law.

30
31 1.4 DEFINITIONS - All terms used in these Bylaws, whether capitalized or not,
32 have the same meaning to the extent applicable, and except where the context would
33 otherwise suggest, as set forth in the Articles of Incorporation for the Association, the
34 Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida
35 Statutes (the "Act"), all as amended from time to time.

36
37 2. MEMBERS MEETINGS

38
39 2.1. ANNUAL MEETINGS - Annual members' meetings shall be held at ~~the~~
40 ~~Condominium or at~~ such ~~other~~ convenient location as ~~may be~~ determined by the Board ~~of~~
41 ~~Directors., no later than~~ within the first two weeks ~~the last Monday~~ in February ~~of each year,~~
42 ~~in conjunction with the election of Directors and for~~ The annual meeting shall be held on the

1 date and time determined by the Board for the purpose of transacting any business
2 authorized to be transacted by the ~~members~~Members.

3
4 2.2. SPECIAL MEETINGS - Special ~~member's~~Member's meetings shall ~~also~~ be
5 held whenever called by the President, ~~Vice President or by a majority of~~ or by the Board ~~of~~
6 ~~Directors, and when requested by written petition signed and dated from at least~~ and shall
7 be called by the President or Secretary within a reasonable time of receipt of written notice
8 from twenty-five percent (25%) of the ~~Association voting interests.~~ Voting Interests of the
9 Associaton when the subject of the request is a proper issue for Unit Owner voting as set
10 forth in the Condominium Documents or the Act. ~~Such petition shall state the purpose(s) of~~
11 ~~the meeting. The business at any special meeting shall be limited to the items specified in~~
12 ~~the petition, and contained in the notice of the meeting. In the event that the Board of~~
13 ~~Directors adopts a budget requiring assessments exceeding 115% of the assessments for~~
14 ~~the preceding year, the Board upon written application of 10% of the voting interests shall~~
15 ~~call a special meeting of the unit owners to consider and enact an alternate budget.~~
16 ~~Members meetings to recall a~~ member ~~Member~~ or ~~members~~ Members of the Board ~~of~~
17 ~~Directors~~ may be called by ten percent (10%) of the Voting Interests of the Association who
18 shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section
19 718.112(2)(j) of the Act. ~~Association voting interests.~~

20
21 2.3 NOTICE OF MEMBERS' MEETINGS – Notice of all members ~~Members~~
22 ~~meetings including a recall meeting and the annual meeting, which must include an~~
23 ~~identification of agenda items,~~ stating the time, place, and purpose(s) of the meeting, shall
24 be ~~delivered or mailed~~ sent to each ~~unit owner~~ Member by United States regular mail, ~~unless~~
25 ~~waived in writing, at least 14 days prior to the meeting, provided however, that any election~~
26 ~~at which one or more Directors are to be elected must be noticed as provided for in Section~~
27 ~~2.4 next following~~ or by e-mail, unless waived in writing, at least fourteen (14) days prior to
28 the meeting. ~~Electronic notice of membership meetings is permissible to those owners who~~
29 ~~previously consented to receive notice by electronic transmission and has not revoked such~~
30 ~~consent. Any such consent to receiving electronic transmissions shall be deemed revoked~~
31 ~~if: the Association is unable to deliver by electronic transmission two consecutive notices~~
32 ~~given by the Association in accordance with such consent; and such inability becomes~~
33 ~~known to the Secretary or other authorized person responsible for giving notice. However,~~
34 ~~the inadvertent failure to treat such inability as a revocation does not invalidate any meeting~~
35 ~~or other action. Notice of a meeting called to recall a member or members of the Board~~
36 ~~pursuant to Section 718.112(2)(j), Florida Statutes, shall not be given by electronic~~
37 ~~transmission. An officer of the Association shall execute an affidavit of mailing or delivery~~
38 ~~per F.S. 718.112(2)(d)(2) or provide a United States Postal Certificate of Mailing which shall~~
39 ~~be retained in the official records of the Association as proof of such mailing or delivery. The~~
40 ~~owner is responsible for providing the Association with notice of any change of mailing~~
41 ~~address, facsimile number or electronic mail address. To the extent an owner has provided~~
42 ~~the Association with a facsimile number or electronic mail address and consented to receive~~
43 ~~notices by electronic transmission, such information shall be considered an "official record"~~

1 ~~until the member has revoked his consent. However, the Association is not liable for an~~
2 ~~inadvertent disclosure of an electronic mail address or facsimile number. Written notice of~~
3 ~~the meeting shall also be posted in a conspicuous place on the condominium property at~~
4 ~~least 14 continuous days prior to the annual meeting. The Board, upon notice to unit owners~~
5 ~~shall be duly adopted rule designate a specific location on the condominium property upon~~
6 ~~which all notices of unit owner meetings shall be posted. The Association shall only be~~
7 obligated to mail, e-mail or deliver notice to one location, no matter how many persons own
8 a Unit, and no matter how many other residences such Owner may have. In the absence of
9 written direction to the contrary, notices will be given to the address of the Unit and/or to the
10 last e-mail address supplied by the Owner. Only Unit Owners of record on the date notice of
11 any meeting requiring their vote is given, who have complied with all transfer approval and
12 processing requirements contained in the Condominium Documents shall be entitled to
13 notice of and to vote at such meeting, unless prior to such meeting other Unit Owners shall
14 produce adequate evidence, of their bona fide ownership interest pursuant to the
15 Condominium Documents. Hand delivery and electronic notice of membership meetings is
16 permissible. Officers required to give notice may delegate the actual giving of notice to
17 another person, such as an Assistant Officer or managing agent. Any Members' meeting or
18 election at which one (1) or more Directors are to be elected must be noticed as provided for
19 in Article 2.4. An Officer of the Association or other person providing notice shall execute an
20 affidavit of mailing, which shall be retained in the official records of the Association as proof
21 of such mailing. The notice of the annual meeting shall include an agenda for all known
22 substantive matters to be voted on, or have such an agenda attached to it. A copy of the
23 notice and agenda for the annual meeting shall be posted at a conspicuous location,
24 designated by Board resolution in the manner provided by law at least fourteen (14) days in
25 advance of the meeting.

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

32
33 2.4. BOARD ELECTION MEETINGS - NOTICE AND PROCEDURE - The regular ~~or~~
34 ~~general~~ election of Directors shall occur ~~at the time and place at which the annual meeting~~
35 ~~is scheduled to occur, regardless of whether a quorum is present~~ as the first item of business
36 at the annual meeting.

37
38 2.4.1 Not less than 60 days before a scheduled election, the Association
39 shall ~~electronically transmit, mail or deliver, whether by separate Association mailing or~~
40 ~~included in another Association mailing, or delivery, or electronic transmission including~~
41 ~~regularly published newsletters,~~ provide to each unit owner Member entitled to vote, the a
42 first notice of the date of the election. ~~It must contain the name and correct mailing address~~
43 ~~of the Association.~~ Any unit owner or other eligible person desiring to be a candidate for the

1 ~~board~~ Board of administration must ~~shall~~ give written notice to the Association not less than
2 forty (40) days before a the scheduled election. Not less than fourteen (14) days before the
3 election, the Association shall mail or deliver a second notice of election to all members
4 entitled to vote therein, together with a written secret ballot containing the names of all
5 properly pre-qualified candidates which shall include an information sheet (if provided by
6 the candidate). ~~Upon request of a candidate the Association shall include an information~~
7 ~~sheet which must be furnished by the candidate not less than 35 days before the election,~~
8 ~~on one side of a sheet,~~ no larger than 8 1/2 inches by 11 inches furnished by the candidate, to
9 be included with the mailing of the ballot, with the costs of copying and mailing to be borne
10 by the Association. ~~The Association shall not edit, alter, or otherwise modify the content of~~
11 ~~the information sheet and shall have no liability for its contents. Any unit owner or other~~
12 ~~eligible person may nominate himself or may nominate another unit owner or eligible~~
13 ~~person, if he has permission in writing to nominate the other person.~~

14
15 2.4.2. ~~A voting machine may also be used by those attending the meeting in~~
16 ~~person, and a unit owner who needs assistance in voting due to blindness, disability or~~
17 ~~inability to read or write may obtain assistance from a member of the Board of Administration~~
18 ~~or other unit owner but no unit owner shall permit another person to cast his ballot and any~~
19 ~~such ballots improperly cast shall be deemed invalid.~~

20
21 2.4.3~~2~~. There is no quorum requirement necessary for an election;~~;~~
22 ~~however~~ However, at least twenty percent (20%) percent of the eligible voters Voting Interests
23 must cast a valid ballot in order to have a valid election, and elections shall be decided by a
24 plurality of those votes cast.

25
26 2.4.4~~3~~. In the event that there are only as many (or fewer) candidates pre-
27 qualified for election as there are open seats on the Board, no election shall be held, and the
28 pre-qualified candidates shall automatically become Members of the Board after the annual
29 meeting, or in the event no annual meeting is held due to lack of a quorum or otherwise, the
30 date upon which the annual meeting was scheduled. ~~An election and balloting are not~~
31 ~~required unless more candidates file notices of intent to run or are nominated than~~
32 ~~vacancies exist on the Board.~~

33
34 2.4.5~~4~~. The Board may establish additional election rules or procedures as it
35 deems appropriate to ensure a fair election process. Substantial compliance with these
36 Bylaws and the Act relative to election procedures is sufficient. ~~Electronic Voting. The~~
37 ~~Association may conduct elections and other owner votes through an internet-based online~~
38 ~~voting system if an owner consents, in writing, to online voting. The Association must comply~~
39 ~~with the requirements for electronic voting as set forth in the Florida Condominium Act and~~
40 ~~Chapters 61B-23.0021(4) and 61B-23.00211 of the Florida Administrative Code, both as may~~
41 ~~be amended from time to time.~~

1 ~~2.5. NOTICE - OWNERS BUDGET MEETING - Notice of a special meeting called by the~~
2 ~~Board at the written request of 10% of the owners because of a budget exceeding 115% of~~
3 ~~that of the preceding year requires not less than 10 days written notice to each unit owner.~~
4

5 ~~2.6. NOTICES SPECIFIC - All notices of meetings shall state clearly and particularly~~
6 ~~the time, place, and purpose or purposes of the meeting and shall incorporate an~~
7 ~~identification of agenda items.~~
8

9 ~~2.7.5. QUORUM/VOTING - A quorum at members' Members' meetings shall consist of~~
10 ~~persons entitled to cast thirty (30%) percent of the voting Voting interests Interests of the~~
11 ~~entire membership. Voting rights may be suspended as provided by the Act. Those Members~~
12 ~~whose voting rights are suspended pursuant to the terms of the Condominium Documents~~
13 ~~and/or Florida law shall be subtracted from the required number of votes in any calculation~~
14 ~~for purposes of determining whether a quorum is present during the period of suspension.~~
15 ~~Such Voting Interests shall likewise be subtracted from the required number of votes when~~
16 ~~calculating any required vote as set forth in the Condominium Documents or the Act.~~
17 ~~Decisions made by a majority of the voting Voting interests Interests represented present~~
18 ~~and voting, at a meeting at which a quorum is present in person or by proxy, at a meeting~~
19 ~~which a quorum has been attained, shall be binding and sufficient for all purposes except~~
20 ~~such decisions as may by F.S. 718 the Act or the Condominium documents Documents~~
21 ~~require a larger percentage, in which case the percentage required in F.S. 718 by the Act or~~
22 ~~the Condominium documents Documents shall govern. An owner voting electronically~~
23 ~~pursuant to the Florida Condominium Act shall be counted as being in attendance at the~~
24 ~~meeting for purposes determining a quorum. A substantive vote of the owners may not be~~
25 ~~taken on any issue other than the issues specifically identified in the electronic vote, when a~~
26 ~~quorum is established based on owners voting electronically. To the extent lawful, Members~~
27 ~~may join in any action taken at a meeting of the Members through written approval of such~~
28 ~~action executed after the meeting, and such approval shall be as though the Member duly~~
29 ~~approved the action of the meeting in question.~~
30

31 ~~2.5.1 UNITS OWNED BY ASSOCIATION - No Voting Interest or consent right~~
32 ~~allocated to a Unit owned by the Association is exercised or considered for any purpose,~~
33 ~~whether for a quorum, an election or otherwise, as provided in the Act. Whenever a Unit~~
34 ~~owned by the Association is ineligible to vote due to the provisions of the Act and these~~
35 ~~Bylaws, the Voting Interest attributable to that Unit is subtracted from the required number~~
36 ~~of votes when calculating any required vote for quorum for the period during which the~~
37 ~~Association owns the Unit.~~
38

39 ~~2.8. OWNER PARTICIPATION - Unit owners shall have the right to participate in~~
40 ~~meetings of unit owners with reference to all designated agenda items. However, the~~
41 ~~Association may adopt reasonable rules governing the frequency, duration and manner of~~
42 ~~unit owner participation. Such rules must be adopted in advance and in written form. Any~~
43 ~~unit owner may tape record or videotape a meeting of the unit owners subject to and~~

1 ~~pursuant to Rules adopted from time to time by the Division of Florida Land Sales,~~
2 ~~Condominiums and Mobile Homes:~~

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

24
25 ~~2-10:2.7.~~ VOTING/PROXIES - Votes may be cast in person or by proxy. Members
26 and proxyholders may participate in Association meetings via telephone, or other means of
27 remote participation, if permitted by the Association. Absent a resolution of the Board to the
28 contrary, the President of the Association has the authority to determine whether Members
29 or holders of proxies should be allowed to participate in any particular meeting of the
30 Membership by telephonic conference, or other means of remote participation. In order for
31 a proxyholder to participate telephonically or remotely in an Association meeting, a copy of
32 the proxy must be provided to the Association prior to the start of the meeting. Only Members
33 or the spouse of a Member may be delegated (including through use of a Power of Attorney)
34 to hold proxies, provided that the Board may designate agents of the Association (including,
35 but not limited to, Association legal counsel or the Association's manager) as an eligible
36 proxy holder. Proxies shall be in writing, signed and dated and shall be valid only for the
37 particular meeting designed therein or an adjournment thereof, but in no event for more than
38 ninety (90) days, and must be filed with the ~~Secretary~~ Association before or at the voter
39 registration immediately preceding the meeting or an adjournment thereof, but in no event
40 for more than ninety (90) days, and must be filed with the Association before or at the voter
41 registration immediately preceding the meeting or adjournment thereof. Except as
42 specifically otherwise provided by law, Members may not vote by general proxy, but may vote
43 by limited proxies substantially conforming to a limited proxy form adopted by the Division

1 of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general
2 proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding
3 reserves, for votes taken to waive financial statement requirements, for votes taken to
4 amend the Declaration, for votes taken to amend the Articles of Incorporation or Bylaws, and
5 for any other matter which the Act requires or permits a vote of the Members. No proxy,
6 limited or general, shall be used in the election of Board members.—~~A photographic,~~
7 ~~photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy.~~
8 ~~Unit owners may vote by general or limited proxies. Both limited proxies and general proxies~~
9 ~~may be used to establish a quorum. Limited proxies shall be used for votes taken to waive~~
10 ~~or reduce reserves; for votes taken to waive financial statement requirements; for votes~~
11 ~~taken to amend the Declaration; for vote taken to amend the Articles of Incorporation or~~
12 ~~Bylaws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners.~~
13 ~~A proxy, limited or general, may be used in the election of Board members.~~ General proxies
14 may be used for other matters for which limited proxies are not required, and may also be
15 used in voting for non-substantive changes to items for which a limited proxy is required and
16 given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a
17 signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy
18 by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is
19 to be liberally construed.

20
21 ~~2.11-2.8. NO QUORUM - If any meeting of members cannot be organized~~
22 ~~because a quorum is not present, the members who are present, either in person or by proxy,~~
23 ~~may adjourn the meeting from time to time until a quorum is present.~~ ADJOURNMENT - If any
24 meeting of Members cannot be convened because a quorum is not present, or if insufficient
25 Voting Interests are represented to approve a proposed item of Association business, or in
26 any case where a majority of the Voting Interests present (in person or by proxy) so agree, the
27 Members who are present (either in person or by proxy) may adjourn the meeting from time
28 to time until a quorum is present, or enough votes can be cast to decide a question, or the
29 meeting can be reconvened consistent with the intention of the Members in their approval
30 of the adjournment. When a meeting is adjourned it shall not be necessary to give notice to
31 all Members of the time and place of its continuance, provided that the specific date, time
32 and location of the adjourned meeting was announced at the original meeting. Any business
33 which might have been conducted at the meeting as originally scheduled may instead be
34 conducted at the continuance, provided a quorum is then present, in person or by proxy.

35
36 ~~2.12-2.9. ORDER OF BUSINESS - The agenda and order of business at annual~~
37 ~~members' Meetings' meetings and, as far as applicable at all other members' Meetings'~~
38 meetings, may be:

- 39
40 (a) Call to order by the President;
41 ~~(b) Election of a Chairman of the meeting, unless the President or Vice~~
42 ~~President of the Association is present then he (or she) shall preside.~~ At the discretion of the

1 President, appointment of the President or a chairman of the meeting (who need not be a
2 Member or Director);

3 (c) Appointment by the President (or chairman) of inspectors of election;

4 ~~(bd) Collection of ballots.~~Election of Directors;

5 ~~(ce) Registering proxies and counting votes.~~Calling of the roll, certifying of
6 proxies and determination of a quorum; or in lieu thereof, certification and acceptance of
7 registration procedures establishing the number of persons present in person or by proxy;

8 ~~(df) Proof of Notice of meeting or waiver of notice.;~~

9 ~~(e) Calling of the roll.~~

10 ~~(fg) Reading and disposal of any unapproved minutes.~~Action on unapproved
11 minutes; if any;

12 ~~(gh) Reports of Directors~~Officers, if any.;

13 ~~(h) Reports of committees~~Committees, if any.;

14 ~~(ij) Announcement of the results of the election of Directors.~~Action on any
15 items included by the Board in meeting materials, if any;

16 ~~(j) Unfinished business.~~

17 ~~(k) New business.~~

18 ~~(tk) Adjournment.~~

19
20 2.10 ACTION WITHOUT A MEETING - Any action required to be taken at any annual or
21 special meeting of Members, or any action which may be taken at any annual or special
22 meeting of such Members, may be taken without a meeting, without prior notice, and without
23 a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite
24 number of Voting Interests to approve the action.

25
26 2.11 ASSOCIATION WEBSITE - Effective January 1, 2026, and so long as required by
27 the Act, the Association shall maintain a website as required by the Act. By way of example,
28 and not limitation, the following items shall be available through the Association's website,
29 so long as required by the Act, along with any other information required by the Act:

30
31 2.11.1 The recorded Declaration of Condominium and each amendment to
32 each Declaration.

33
34 2.11.2 The recorded Bylaws of the Association and each amendment to the
35 Bylaws.

36
37 2.11.3 The Articles of Incorporation, or other documents creating the
38 Association, and each amendment thereto. The copy posted pursuant to this sub-
39 paragraph must be a copy of the Articles of Incorporation filed with the Department of
40 State.

41
42 2.11.4 The Rules of the Association.

1 2.11.5 A list of all executory contracts or documents to which the Association
2 is a party or under which the Association or the Unit Owners have an obligation or
3 responsibility and, after bidding for the related materials, equipment, or services has closed,
4 a list of bids received by the Association within the past year. Summaries of bids for
5 materials, equipment, or services which exceed \$500 must be maintained on the website for
6 one (1) year. In lieu of summaries, complete copies of the bids may be posted.
7

8 2.11.6 The annual budget required by the Act and any proposed budget to be
9 considered at the Annual Meeting.

10 2.11. 7 The financial report required by the Act and any monthly income or
11 expense statement to be considered at a meeting.

12 2.11.8 The certification of each Director required by the Act.

13 2.11.9 All contracts or transactions between the Association and any Director,
14 Officer, corporation, firm, or association that is not an affiliated condominium association
15 or any other entity in which an Association Director is also a Director or Officer and
16 financially interested.

17 2.11.10 Any contract or document regarding a conflict of interest or possible
18 conflict of interest as provided in Section 468.4335 and Section 468.436(2)(b)6., Florida
19 Statutes (2025) and the Act.

20 2.11.11 The notice of any Unit Owner meeting and the agenda for the meeting,
21 as required by the Act, no later than fourteen (14) days before the meeting. The notice must
22 be posted in plain view on the front page of the website, or on a separate subpage of the
23 website labeled "Notices" which is conspicuously visible and linked from the front page. The
24 Association must also post on its website any document to be considered and voted on by
25 the Owners during the meeting or any document listed on the agenda at least seven (7) days
26 before the meeting at which the document or the information within the document will be
27 considered.

28 2.11.12 Notice of any Board meeting, the agenda, and any other document
29 required for the meeting as required by the Act, which must be posted no later than the date
30 required for notice pursuant to the Act.

31 2.11.13 The inspection reports described in Section 553.899, Florida Statutes,
32 and Section 718.301(4) of the Act and any other inspection report relating to a structural or
33 life safety inspection of condominium property.

34 2.11.14 The Association's most recent structural integrity reserve study, if
35 applicable.

1 2.11.15 Copies of all building permits issued for ongoing or planned
2 construction.

3
4 3. BOARD OF DIRECTORS

5
6 3.1. NUMBER, TERM, AND QUALIFICATIONS - The affairs of the ~~Corporation~~
7 Association shall be governed by a Board composed of five (5) ~~persons~~Directors. All
8 Directors shall be ~~members~~Members or the spouses of a ~~members~~Members. If provided in
9 the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on
10 the Board, except as permitted by the Act. When a Unit is owned by a corporation, a
11 partnership, limited liability company or similar entity, the Primary Occupant, as designated
12 pursuant to the Declaration. If the Unit is excused from designation of a Primary Occupant
13 because the entity held title before the effective date of the requirement for designation of a
14 Primary Occupant, then any eligible voter, as described in Article 2.6 shall be eligible for
15 Board service. Grantors, trustees and beneficiaries of trusts (provided that the beneficiaries
16 reside in the Unit), and the spouses of such persons, shall be eligible for Board membership.
17 If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy
18 (and is not identified on the deed to the Unit as the grantor, trustee or beneficiary of the trust),
19 a copy of the trust document, affidavit (certificate) of trust or abstract of trust prepared by a
20 licensed attorney must be provided to the Association at least thirty-five (35) days prior to
21 the date of the annual meeting. The trust document can be redacted to keep financial
22 information confidential; however, the document must clearly indicate the grantor, trustee
23 and the beneficiaries of the trust. A person who has been convicted of any felony in this State
24 or in a United States District or Territorial Court, or who has been convicted of any offense in
25 another jurisdiction that would be considered a felony if committed in this State, is not
26 eligible to serve on the Board, unless such felon's rights have been restored for a period of at
27 least five (5) years as of the date on which such person seeks election to the Board. A person
28 who has been suspended or removed by the Division of Florida Condominiums, Timeshares,
29 and Mobile Homes pursuant to the Act, or who is financially delinquent as provided by the
30 Act, is not eligible for Board candidacy or membership, as applicable.

31
32 It is encouraged that all Directors shall submit to an annual background check and a
33 credit check conducted by a third-party service approved by the Board for the duration of
34 their term. Refusal to comply or failure to meet standards set by the Board may render the
35 Director ineligible for service or subject to removal.

36
37 It is encouraged that any candidate for the Board demonstrate prior community
38 involvement, including but not limited to: regular participation in Association matters,
39 attendance at a minimum number of Board or Members' meetings within the preceding 24
40 months, or documented service on an Association committee.

41
42 It is encouraged that at least two Officers of the Association be full-time Residents
43 onsite during their term of office. In the event this requirement cannot be met due to

1 resignation or other circumstances, the Board shall fill vacancies as promptly as practicable
2 to restore compliance.

3
4 All Directors will be elected for a two (2)-year term. It is the intention of these Bylaws
5 that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board
6 may hold seats in future elections open for one or two-year terms, when necessary or
7 appropriate. In any election where candidates are elected for different terms, those
8 candidates receiving the higher number of votes shall be elected to the lengthier term. In the
9 event that there is no election, such as in a case where there are fewer pre-qualified
10 candidates than open seats, the Directors who are seated shall agree amongst themselves
11 who shall serve the two-year terms and who shall serve the one-year terms. That decision
12 shall be recorded in the minutes of a duly noticed Board meeting. In the event the Directors
13 cannot agree on which among them shall serve the lengthier and shorter terms, the Board
14 shall hold a "run-off" election, wherein those receiving the most votes will be elected to a
15 lengthier term.

16
17 The term of each Director's service shall extend until their elected term is completed,
18 which shall be the date of the second annual meeting after at which they were elected,
19 except where Directors are elected for one year terms, in which case said terms shall expire
20 the year following election.

21
22 Resignations of Directors are effective when received by the Association in writing,
23 unless a later date is stated. In the event a resignation is to take effect at a later date, the
24 resigning Director shall remain on the Board until the effective date of the resignation and
25 may, during this time, vote on all matters before the Board including, but not limited to, any
26 vote to appoint a replacement Director created by his or her resignation. So long as required
27 by the Act, the term limit provisions of the Act shall apply to Director terms, commencing
28 with terms beginning on or after July 1, 2018.

29
30 This provision shall take effect at the first annual meeting of the Association following
31 the adoption of these Amended and Restated Bylaws. At said annual meeting, there shall be
32 three (3) Directors elected for two (2) year terms and two (2) Directors for one (1) year
33 terms.~~All officers of a corporation, trust, partnership or other such owner shall be deemed~~
34 ~~to be members so as to be eligible for Board membership. Directors shall be elected by the~~
35 ~~Membership Interests as to regular or general elections at the time and place at which the~~
36 ~~annual meeting is scheduled to occur regardless of whether a quorum is present. Members~~
37 ~~of the Board shall be elected for one (1) year. In the event of a tie, for a designated position~~
38 ~~on the Board the tie shall be resolved by agreement of the candidates, if possible; otherwise~~
39 ~~a runoff election must be held in accordance with Rule 61B.23.0021 of the Florida~~
40 ~~Administrative Code.~~

41
42 ~~3.2. — TERM OF SERVICE - The term of each Director's service, except in the~~
43 ~~case of a vacancy caused by recall, shall extend until their elected term is completed and~~

1 thereafter until their successor is duly elected and qualified or until the Director is recalled
2 in the manner provided in the Condominium Act by a majority of the voting interests. A Board
3 member appointed by the Board to replace a recalled Board member shall fill the vacancy
4 until the next regularly scheduled election for any position. Provided that a seat held by a
5 Director who ceases to be an owner shall thereby automatically become vacant.
6

7 **3.32 BOARD VACANCIES** - Except as provided in Article 3.1, vacancies on
8 the Board may be filled by appointment by a majority vote of the remaining Directors for the
9 remainder of the unexpired term, as provided in Article 3.1, unless the Board votes to have
10 the vacancy filled by a special election of the Members. When a Director has been recalled
11 by the membership, the vacancy created by his or her removal cannot be filled with the same
12 person as has been removed from the Board, and when a majority of the Board has been
13 recalled, vacancies shall be filled by the membership, as provided by law.~~Vacancies in the~~
14 ~~Board of Directors occurring between annual meetings of members shall be filled by~~
15 ~~appointment by a majority vote of the remaining Directors; provided, however, that if a~~
16 ~~majority or more of the Board members are removed by recall the vacancies shall be filled in~~
17 ~~accordance with Rule 61B-23.0027 (if at a meeting) or with Rule 61B-23.0028 (if by written~~
18 ~~agreement), Florida Administrative Code; provided further that a Director who has been~~
19 ~~recalled by the membership may not be appointed to fill the vacancy created by his removal;~~
20 ~~and further provided that during the time that both the Developer and unit owners other than~~
21 ~~the Developer have representation on the Board, the filling of vacancies shall be in~~
22 ~~compliance with the provisions of Rule 61B-23.001(12), Florida Administrative Code. A~~
23 ~~Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired~~
24 ~~term of his predecessor in office.~~
25

26
27 **3.3 ORGANIZATIONAL MEETING** - The organizational meeting of each newly-
28 elected Board to elect Officers shall be held at such place and time as shall be fixed by the
29 Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational
30 meeting shall be held immediately following the annual meeting of the Members.
31

32 **3.4 REGULAR MEETINGS** – Regular meetings of the Board ~~of Directors~~ may
33 be held at such time and place as shall be determined from time to time by a majority of the
34 Directors. Notice of regular meetings, unless ~~noticed previously fixed by Board resolution,~~
35 shall be given to each Director personally or by mail, or by electronic transmission mail, mail,
36 telephone, or ~~teletypewriter facsimile~~ at least ~~three two (2)~~ days prior to the day named for such
37 meeting. If required by the Act, the Board shall meet at least once each quarter. If required
38 by the Act, at least four (4) times each year the meeting agenda must include an opportunity
39 for Unit Owners to ask questions of the Board.
40

41 **3.5 SPECIAL MEETINGS** – Special meetings of the Directors may be called
42 by the President and must be called by the Secretary at the written request of ~~any two (2)~~ a
43 majority of the Directors. Not less than ~~three two (2)~~ days's notice of the meeting (except in

1 an emergency) shall be given to each Director personally or by mail, ~~or by~~ electronic
2 ~~transmission,~~ mail, telephone, or ~~telecopier~~ facsimile, which notice shall state the time,
3 place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition
4 for the Board to take up an item of business at a regular or special meeting of the Board. Such
5 meeting must be held within sixty (60) days of receipt of the petition. The Board is not
6 required to take any particular action as a result of such petitions.

7
8 3.6. WAIVER OF NOTICE - Any Director may waive notice of a meeting
9 before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of
10 notice. Attendance by a Director at a meeting shall constitute waiver of notice of the
11 meeting.

12
13 3.7. NOTICE TO OWNERS OF BOARD MEETINGS - Notice of meetings,
14 which notice shall specifically include an agenda, shall be posted conspicuously, as
15 provided in Article 2.3 of these Bylaws, at least forty-eight (48) continuous hours in advance
16 of the meeting for the attention of Members, except in an emergency. If closed circuit
17 television is available, the Board may use same for posting notices, as permitted by law.
18 Meetings at which a regular monthly or quarterly Assessment or Special Assessment is to be
19 considered shall specifically state: (1) that Assessments will be considered and (2) the
20 estimated cost and description of the purpose for such Assessments. Further, written notice
21 of any meeting at which non-emergency Special Assessments, or at which amendment to
22 rules regarding Unit use will be considered, or where the Board will establish the deductible
23 feature of the Association's insurance policies, shall be mailed or delivered (including
24 electronic delivery as provided by law) to the Members and posted conspicuously, as
25 provided in Article 2.3 of these Bylaws, not less than fourteen (14) continuous days prior to
26 the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit
27 executed by the person giving notice, where required by law, and shall be filed among the
28 official records of the Association. Notice of contracts being considered by the Board at a
29 meeting shall be disclosed if and as required by the Act. If required by the Act, if an agenda
30 item relates to the approval of a contract for goods or services, a copy of the contract must
31 be provided with the notice and be made available for inspection and copying upon a written
32 request from a Unit Owner or if the Association is required to maintain a website pursuant to
33 the Act, be made available on the Association's website or through an application that can
34 be downloaded on a mobile device.~~Notices of Directors meetings, and meetings of~~
35 ~~committees to make recommendations regarding the Association budget or which have the~~
36 ~~authority to take action on behalf of the Board shall be posted conspicuously on the~~
37 ~~condominium property at least 48 continuous hours in advance for the attention of unit~~
38 ~~owners, except in an emergency. The Board shall designate a place which shall constitute a~~
39 ~~conspicuous place for posting of this notice. Notices shall specifically incorporate an~~
40 ~~identification of agenda items. Meetings at which a regular assessment is to be considered~~
41 ~~shall contain a statement that assessments will be considered and the nature of such~~
42 ~~assessments. However, written notice of any meeting at which non-emergency special~~
43 ~~assessments, or at which amendment to rules regarding unit use will be proposed,~~

1 ~~discussed, or approved, shall be mailed or delivered to the unit owners and posted~~
2 ~~conspicuously on the condominium property not less than 14 continuous days prior to the~~
3 ~~meeting. Evidence of compliance with this 14-day notice shall be an affidavit executed by~~
4 ~~the Secretary and filing among the official records of the Association. Upon prior notice to~~
5 ~~the unit owners, the Board shall by duly adopted rule designate a specific location on the~~
6 ~~condominium property upon which all notices of Board meetings shall be posted.~~

7
8 **3.8. OWNER ~~PARTICIPATION~~ RIGHT TO SPEAK AT BOARD MEETINGS -**
9 Meetings of the Board, at which a majority of the Board members are present, shall be open
10 to all Members. Members may not designate third persons, through power of attorney or
11 otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's
12 right to attend Board meetings includes the right to speak with reference to all designated
13 agenda items and, if required by the Act, to ask questions relating to reports on the status of
14 construction or repair projects, the status of revenues and expenditures during the current
15 fiscal year, and other issues affecting the Condominium; provided, however, the Board may
16 adopt reasonable rules governing the frequency, duration, and manner of Member
17 statements and questions. Unless otherwise provided by the Board, each Member is entitled
18 to speak for three (3) minutes with reference to each designated agenda item and three (3)
19 minutes, cumulatively, as to any questions. Unit Owners may record meetings of the Board
20 and meeting of the Members, but may not post such recordings on any website or other
21 media which can be readily viewed by persons who are not Members of the Association. The
22 Board may adopt reasonable rules governing the recording of meetings of the Board and the
23 membership. Board meetings subject to the attorney-client privilege and Board meetings
24 involving personnel matters shall not be open to Member attendance.~~Meetings of the Board~~
25 ~~of Directors and any committee thereof required to give notice pursuant to 3.7. above, at~~
26 ~~which a quorum of the members of that committee are present shall be open to all unit~~
27 ~~owners. The right to attend such meetings includes the right to speak with reference to all~~
28 ~~identified agenda items provided however, the Association may adopt reasonable rules~~
29 ~~governing the frequency, duration and manner of unit owner participation. Such rules must~~
30 ~~be adopted in advance and in written form. Unit owners shall have the right to tape record or~~
31 ~~videotape the meetings of the Board of Administration or Committee subject and pursuant~~
32 ~~to the Rules adopted from time to time by the Division of Florida Land Sales, Condominiums~~
33 ~~and Mobile Homes.~~

34
35 ~~3.9.~~ **3.9** BOARD MEETINGS, QUORUM, AND VOTING - The designation of the
36 agenda for Board meetings shall be at the discretion of the President. However, the President
37 shall be obligated to include any item on the agenda for a Board meeting, if requested
38 reasonably in advance and in writing, by a majority of the Directors, and where required due
39 to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings
40 shall consist of a majority of the number of required Directors. The acts approved by a
41 majority of the Board present and voting at a meeting shall constitute the acts of the Board.
42 Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors
43 may vote by secret ballot when electing Officers). A vote or abstention for each Board

1 member present shall be recorded in the minutes. A Director of the Association who
2 abstains from voting on any action taken on any corporate matter shall be presumed to have
3 taken no position with regard to the action. If at any meeting of the Board there is less than a
4 quorum present, or if a quorum exists and a majority of the Directors so approve, the
5 Director(s) present may adjourn the meeting from time to time until a quorum is present, and
6 no further notice need be given except for announcement at the meeting as to the date, time,
7 and place of the adjournment. At any adjourned meeting, any business which might have
8 been transacted at the meeting as originally called may be transacted. Absent Directors may
9 later sign written joinders in Board actions, but such joinders may not be used for purposes
10 of creating a quorum or counted as official votes for the Board's meeting. Directors may
11 participate telephonically or remotely in Board meetings, as provided by law.~~A quorum of~~
12 ~~Directors' meetings shall consist of a majority of the Directors. The acts approved by a~~
13 ~~majority of Directors present at a meeting at which a quorum is present shall constitute the~~
14 ~~acts of the Board, Directors may not vote by proxy or by secret ballot at Board meetings,~~
15 ~~except as may be provided by the Condominium Act from time to time, and a vote or~~
16 ~~abstention for each member present shall be recorded in the minutes. If at any meeting of~~
17 ~~the Board there be less than a quorum present, the Director(s) present may adjourn the~~
18 ~~meeting from time to time until a quorum is present. At any adjourned meeting, which must~~
19 ~~be properly noticed, any business which might have been transacted at the meeting as~~
20 ~~originally called may be transacted. Absent Directors may later sign written joinders in Board~~
21 ~~actions, but such joinders may not be used for purposes of creating a quorum.~~

22
23 ~~3-10:~~ 3.10. PRESIDING OFFICER - The presiding officer~~Officer~~ at Directors'
24 meetings shall be the President, ~~if such an officer has been elected; and if none, then~~ and in
25 his or her absence, the Vice President ~~shall preside~~. In the absence of the presiding
26 ~~officer~~Officer, the Directors present shall designate one of their number to preside. The
27 presiding Officer may permit legal counsel or a managing agent to chair portions or the
28 entirety of a Board meeting.

29
30 ~~3-11:~~ 3.11 DIRECTOR COMPENSATION ~~=~~ A Director may serve as the
31 Association's licensed community association manager only after six months of Board
32 service. Directors shall serve without pay unless the ~~voting~~ Voting interests ~~Interests~~
33 annually authorize Director's fees, but shall be entitled to reimbursement for expenses
34 reasonably incurred.

35
36 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers ~~and~~
37 ~~duties~~ of the Association existing under the laws of Florida generally, Florida ~~Corporation~~
38 ~~Statutes~~ Not for Profit Corporation Statutes, the Condominium ~~Act~~ Documents, ~~the~~
39 ~~Declaration of Condominium, the Corporate Charter, and these Bylaws~~ all as amended from
40 time to time, shall be exercised exclusively by or under the direction of the Board ~~of Directors,~~
41 or a duly authorized Board member, Officer, Committee Member, Management, its ~~duty~~
42 ~~authorized~~ agents, contractors, or employees, when said powers or duties have been
43 delegated by the Board, subject only to the approval by ~~unit owners~~ Members when such is

1 specifically required. In the event of a question or dispute whether a Board power has been
2 properly delegated, the Board may ratify such action at a duly noticed meeting of the Board,
3 and such ratification shall relate back to the act in question unless otherwise specified by
4 the Board. The powers of the Board include, but are not limited to, the power: ~~Such powers~~
5 ~~and duties of the Directors shall include, but shall not be limited to, the following:~~

6
7 ~~4.1. — Operating and maintaining the Common Elements:~~

8
9 ~~4.2. — Determining the expenses required for the operation of the~~
10 ~~Condominium and the Association:~~

11
12 ~~4.3. — Employing and dismissing the personnel necessary for the~~
13 ~~maintenance and operation of the Common Elements:~~

14
15 ~~4.4. — Adopting and amending rules and regulations concerning the details of~~
16 ~~the operation and use of the Condominium Property:~~

17
18 ~~4.5. — Maintaining bank accounts on behalf of the Association and~~
19 ~~designating the signatory or signatories required therefor:~~

20
21 ~~4.6. — Purchasing, leasing or otherwise acquiring Units or other property in~~
22 ~~the name of the Association, or its designee:~~

23
24 ~~4.7. — Purchasing Units at foreclosure or other judicial sales, in the name of~~
25 ~~the Association, or its designee:~~

26
27 ~~4.8. — Selling, leasing, mortgaging or otherwise dealing with Units or property~~
28 ~~acquired, and subleasing Units leased, by the Association, or its designee:~~

29
30 ~~4.9. — Organizing corporations and appointing persons to act as designees of~~
31 ~~the Association in acquiring title to leasing Units or other property:~~

32
33 ~~4.10. — Obtaining and reviewing insurance for Condominium Property:~~

34
35 ~~4.11. — Making repairs, additions and improvements to, or alterations of, the~~
36 ~~Condominium Property, and repairs to and restoration of the Condominium Property, in~~
37 ~~accordance with the provisions of the Declaration after damage or destruction by fire or~~
38 ~~other casualty, or as a result of condemnation or eminent domain proceedings or otherwise:~~

39
40 ~~4.12. — Enforcing obligations of the Unit Owners, allocating profits and~~
41 ~~expenses and taking such other actions as shall be deemed necessary and proper for the~~
42 ~~sound management of the Condominium:~~

1 4.13. ~~Levying fines against appropriate Unit Owners for violations of the rules~~
2 ~~and regulations established by the Association to govern the conduct of such Unit Owners.~~
3 ~~No fine shall exceed the highest amount permitted under the Act (as it may be amended from~~
4 ~~time to time) nor shall any fine be levied except after giving reasonable notice and~~
5 ~~opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee~~
6 ~~or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be~~
7 ~~amended from time to time).~~

8
9 4.14. ~~Purchasing or leasing Units for use by resident superintendents and~~
10 ~~other similar persons.~~

11
12 4.15. ~~Borrowing money on behalf of the Condominium when required in~~
13 ~~connection with the operation, care, upkeep and maintenance of the Common Elements or~~
14 ~~the acquisition of property, and granting mortgages on and/or security interests in~~
15 ~~Association owned property; provided, however, that the consent of the Owners of at least~~
16 ~~two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been~~
17 ~~attained in accordance with the provisions of these By-Laws shall be required for the~~
18 ~~borrowing of any sum which would cause the total outstanding indebtedness of the~~
19 ~~Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf~~
20 ~~of the Condominium pursuant to the authority contained in this subparagraph is not repaid~~
21 ~~by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest~~
22 ~~in his Common Elements bears to the interest of all of the Unit Owners in the Common~~
23 ~~Elements shall be entitled to obtain from the creditor a release of any judgment or other lien~~
24 ~~which said creditor shall have filed or shall have the right to file against, or which will affect,~~
25 ~~such Unit Owner's Unit; provided always, however, the Association shall take no action~~
26 ~~authorized in this paragraph without the prior written consent of the developer as long as the~~
27 ~~Developer owns any Unit.~~

28
29 4.16. ~~Contracting for the management and maintenance of the~~
30 ~~Condominium Property and authorizing a management agent (who may be an affiliate of the~~
31 ~~Developer) to assist the Association in carrying out its powers and duties by performing such~~
32 ~~functions as the submission of proposals, collection of Assessments, preparation of~~
33 ~~records, enforcement of rules and maintenance, repair, and replacement of the Common~~
34 ~~Elements with such funds as shall be made available by the Association for such purposes.~~
35 ~~The Association and its officers shall, however, retain at all times the powers and duties~~
36 ~~granted by the Condominium documents and the Act, including, but not limited to, the~~
37 ~~making of Assessments, promulgation of rules and execution of contracts on behalf of the~~
38 ~~Association.~~

39
40 4.17. ~~At its discretion, authorizing Unit Owners or other persons to use~~
41 ~~portions of the Common Elements for private parties and gatherings and imposing~~
42 ~~reasonable charges for such private use (to the extent permitted by the Act).~~
43

1 ~~4.18.—Exercising (i) all powers specifically set forth in the Declaration, the~~
2 ~~Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other~~
3 ~~powers of a Florida corporation not for profit.~~
4

5 ~~4.19.—Imposing a lawful fee in connection with the approval of the transfer,~~
6 ~~lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from~~
7 ~~time to time in any one case.~~
8

9 ~~4.20.—Contracting with and creating or joining in the creation of special taxing~~
10 ~~districts, joint councils and the like.~~
11

12 4.1 To Assess. The Board shall adopt budgets and make and collect special
13 and periodic Assessments against Owners to defray the costs of the Association.
14

15 4.2 To Expend Association Funds. The Board shall use the proceeds of
16 Assessments in the exercise of the Association's powers and duties.
17

18 4.3 To Maintain the Condominium Property. The Board shall maintain, repair,
19 replace, and operate the property within the Condominium.
20

21 4.4 To Adopt Regulations. The Board shall enact and may amend Rules and
22 Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the
23 Units, Common Elements, Limited Common Elements, and Association Property, and to
24 enact rules, policies, and resolutions pertaining to the operation of the Association, subject
25 to any limitations contained in the Declaration.
26

27 4.5 To Reconstruct After Casualty. The Board may reconstruct the Units,
28 Common Elements, Limited Common Elements, and Association Property improvements
29 after casualty and may further improve the property, as specified in the Declaration.
30

31 4.6 To Approve Transfers. The Board may approve or disapprove proposed
32 leases, transfers, and other passages of title in the manner and to the extent provided by the
33 Declaration, and may charge a preset fee, not to exceed the maximum permissible by law, in
34 connection with such right of approval. In connection with the lease of Units, the Board may
35 require the posting of a security deposit to protect against damages to the Common
36 Elements or Association Property, in the manner provided by law.
37

38 4.7 To Enforce. The Board may enforce by legal means the provisions of
39 applicable laws and the Condominium Documents, and may interpret the Condominium
40 Documents, as the final arbiter of their meaning, unless such interpretation is wholly
41 arbitrary or contrary to law.
42

1 4.8 To Contract. The Board may contract for management, maintenance, and
2 operation of the Condominium and the Association.

3
4 4.9 To Insure. The Board shall carry insurance for the protection of the
5 Members and the Association, pursuant to requirements contained in the Declaration and
6 the Act.

7
8 4.10 To Pay Utility Bills. The Board shall pay the cost of all utility services
9 rendered to the Condominium and not billed to Owners of individual Units.

10
11 4.11 To Hire and Discharge. The Board may employ personnel and designate
12 other agents to be paid a reasonable compensation and grant them such duties as deemed
13 appropriate for proper administration of the purposes of the Association.

14
15 4.12 To Sue and Be Sued. The Board may bring and defend suits and other
16 proceedings and may exercise business judgment as to whether the interests of the
17 Association are best served with respect to settlement of a matter or whether a suit or other
18 proceeding should be commenced.

19
20 4.13 To Deal in Real and Personal Property. The Board may make and execute
21 contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other
22 instruments by its Officers, and may purchase, own, lease, convey, and encumber real and
23 personal property subject to the provisions of the Declaration. The Board may grant or
24 modify easements and licenses over the Condominium Property necessary or desirable for
25 proper operation of the Condominium.

26
27 4.14 To Enter Into Contracts for Products and Services. All contracts for the
28 purchase, lease, or renting of materials or equipment, or which are not to be fully performed
29 within one year, and all contracts for services shall be in writing. As to any such contract
30 which requires payment exceeding five percent (5%) of the gross budget including reserves
31 (except for contracts with employees of the Association, attorneys, accountants, architects,
32 engineers, landscape architects, and community association managers), the Association
33 shall obtain competitive bids unless the products and services are needed as the result of
34 an emergency, or unless the desired supplier is the only source of supply within the county
35 servicing the Association. The Board need not accept the lowest bid. If a contract was awarded
36 under the competitive bid procedures of this Article, any renewal of that contract is not
37 subject to such competitive bid requirements if the contract contained a provision that
38 allowed the Board to cancel a contract on thirty (30) days' notice. Materials, equipment, or
39 services provided to a Condominium under a local government franchise agreement by a
40 franchise holder are not subject to the competitive bid requirements of this Article.

41
42 4.15 To Levy Fines and Suspend Rights. The Board may, pursuant to the Act,
43 impose fines not to exceed the maximum permissible by law (currently \$100.00 per violation

1 and \$1,000.00 for ongoing violations), and/or suspend the right to use Common Elements,
2 common facilities, or any other Association Property, as permitted by the Act, for failure of
3 the Owner of the Unit or any other Person set forth in the Act to comply with the provisions
4 of the Board policies and resolutions, the Condominium Documents, including the Rules
5 and Regulations, and applicable laws.

6
7 4.15.1 A fine may be imposed for each day of continuing violation at the
8 highest rate allowed by law per violation with a single notice and opportunity for hearing,
9 provided that no fine shall in the aggregate exceed the maximum amount permissible by law.
10 A suspension shall be imposed and enforceable for a reasonable amount of time, as
11 determined by the Board, and subject to the confirmation or rejection of the independent
12 committee specified in Article 4.15.3.

13
14 4.15.2 The Unit Owner and, if applicable, the party against whom the
15 fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be
16 afforded an opportunity for hearing by being given notice of not less than fourteen (14) days.

17
18 4.15.3 The Unit Owner and, if applicable, the party against whom the
19 fine and/or suspension is sought to be imposed (if different from the Unit Owner), has an
20 opportunity to respond, to present evidence, and to provide written and oral argument on all
21 issues involved and has an opportunity at the hearing to review, challenge, and respond to
22 any material considered by the Association. The hearing shall be held before a Committee
23 appointed by the Board, who are not Officers, Directors, or employees of the Association, or
24 the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the
25 Committee does not approve the proposed fine and/or suspension, the fine and/or
26 suspension may not be imposed. Should the Association be required to initiate legal
27 proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the
28 prevailing party in an action to collect said fine or enforce said suspension shall be entitled
29 to an award of costs and a reasonable attorneys' fee incurred before trial (including in
30 connection with the preparation for and conduct of fining and/or suspension hearings), at
31 trial, and on appeal. The Unit Owner is jointly and severally liable for the payment of fines
32 imposed against and/or enforcement of suspensions imposed upon Residents, Occupants,
33 Tenants, Guests, Licensees, Invitees, or any Family members of the relevant Unit.

34
35 4.16 To Appoint Committees. The Board may appoint Committees and
36 delegate to such Committees those powers and duties of the Association as the Board
37 deems advisable. All Committees and Committee members shall serve at the pleasure of
38 the Board. Committees of the Association, as defined in the Act, shall conduct their affairs
39 in the same manner as provided in these Bylaws for Board meetings. All other Committees
40 may meet and conduct their affairs in private without prior notice or Owner participation,
41 unless otherwise directed by the Board.

1 4.17 To Ensure Fire Safety Compliance. The Board shall ensure compliance
2 with the Florida Fire Prevention Code as required by the Act.

3
4 4.18 To Approve the Installation of Hurricane Shutters and Other Hurricane
5 Protection. The Board shall adopt hurricane shutter specifications for the Condominium
6 which may include color, style, and other factors deemed relevant by the Board. The Board
7 may adopt specifications for other types of hurricane protection. All specifications adopted
8 by the Board shall comply with the applicable building code, or shall be structured to ensure
9 that installed hurricane protection is in compliance with the applicable building code. The
10 Board shall not refuse to approve the installation or replacement of hurricane protection
11 conforming to the specifications adopted by the Board, provided that the Board may
12 condition approval upon the Member's agreement to execute documentation determined
13 appropriate by the Board regarding same.

14
15 4.19 To Exercise Emergency Powers. In the event of any emergency, as defined
16 in Article 20 of the Declaration, the Board may exercise the emergency powers described in
17 this Article, and any other emergency powers authorized by law or the Condominium
18 Documents.

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

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

32
33 4.19.3 Corporate action taken in good faith during an emergency under
34 this Article to further the ordinary affairs of the Association shall bind the Association; and
35 shall have the rebuttable presumption of being reasonable and necessary.

36
37 4.19.4 The Board may adopt emergency assessments without approval
38 of the Owners with such notice deemed practicable by the Board.

39
40 4.19.5 The Board may adopt emergency Rules and Regulations
41 governing the use and occupancy of the Units, Common Elements, Limited Common
42 Elements, and Association Property, with notice given only as is practicable.

1 4.19.6 Any Officer or Director acting with a reasonable belief that his or
2 her actions are lawful in accordance with these emergency Bylaws shall incur no liability for
3 doing so, except in the case of willful misconduct.
4

5 4.20 To Enter Into Contracts and Borrow Money. The Board may make
6 contracts and incur liabilities, borrow money at such rates of interest as the Board may
7 determine, issue its notes, bonds, and other obligations, and secure any of its obligations by
8 mortgage and pledge of all or any of its property, franchises, Assessments, Special
9 Assessments, income or rights.
10

11 ~~5.1. HURRICANE SHUTTERS - The Board of Directors shall adopt hurricane~~
12 ~~shutter specifications for each building within each condominium operated by the~~
13 ~~Association which shall include color, style, and other factors deemed relevant by the Board.~~
14 ~~All specifications adopted by the Board shall comply with the applicable building code. The~~
15 ~~Board shall not refuse to approve the installation or replacement of hurricane shutters~~
16 ~~conforming to the specifications adopted by the Board.~~
17

18 ~~5.2. EMERGENCY POWERS - The following shall apply to the extent not~~
19 ~~viewed to be in conflict with the Condominium Act:~~
20

21 ~~5.2.1. In anticipation of or during any emergency defined in Section~~
22 ~~5.2.6. below, the Board of Directors of the Association may:~~
23

24 ~~(a) Name as assistant officers persons who are not Board~~
25 ~~members, which assistant officers shall have the same authority as the executive officers to~~
26 ~~whom they are assistant, during the period of the emergency, to accommodate the~~
27 ~~incapacity of any officer of the Association; and,~~
28

29 ~~(b) Relocate the principal office or designate alternative~~
30 ~~principal offices or authorize the officers to do so.~~
31

32 ~~5.2.2. During any emergency defined in Section 5.2.6. below:~~
33

34 ~~(a) Notice of a meeting of the Board of Directors need be~~
35 ~~given only to those Directors whom it is practicable to reach and may be given in any~~
36 ~~practicable manner, including by publication and radio;~~
37

38 ~~(b) The Director or Directors in attendance at a meeting shall~~
39 ~~constitute a quorum.~~
40

41 ~~5.2.3 Corporate action taken in good faith during an emergency under~~
42 ~~this section to further the ordinary affairs of the Association:~~
43

1 (a) ~~—Binds the Association; and~~

2
3 (b) ~~—Shall have the presumption of being reasonable and~~
4 necessary.

5
6 5.2.4 ~~—An officer, director, or employee of the Association acting in~~
7 accordance with any emergency By-laws is only liable for willful misconduct.

8
9 5.2.5 ~~—The provisions of these emergency By-laws shall supersede any~~
10 inconsistent or contrary provisions of the By-laws for the period of emergency.

11
12 5.2.6 ~~—An emergency exists for purposes of this Section if a quorum of the~~
13 Association's Directors cannot readily be assembled because of some catastrophic event.

14
15 **65. OFFICERS**

16
17 65.1. EXECUTIVE OFFICERS - The executive ~~officers—~~Officers of the
18 Association ~~shall be~~ are the President, one (1) or more Vice Presidents, ~~a the~~ Secretary, and
19 a Treasurer, all of whom shall be elected annually by and from the Board, and who may be
20 peremptorily removed by a majority vote of the Directors at any meeting. Any person may
21 hold two (2) or more offices except that the President shall not also be the Secretary. The
22 Board may also appoint such Assistant Officers as may be desired. Assistant Officers need
23 not be Directors. ~~and such assistant officers as may be desired. The executive officers shall~~
24 ~~be elected annually by the Board of Directors and may be peremptorily removed and~~
25 ~~replaced by a majority vote of the Board at any meeting. The President, Secretary and~~
26 ~~Treasurer must be members of the Board. Any person may hold two or more offices except~~
27 ~~that the President shall not also be the Secretary.~~

28
29 65.2. PRESIDENT - POWERS AND DUTIES - The President ~~shall be~~ is the ~~chief~~
30 Chief executive ~~Executive officer—~~Officer of the Association, shall preside at all meetings of
31 the Board and Association meetings. The President has general supervision over the affairs
32 of the Association and has all of the powers and duties which are usually vested in the office
33 of President of a not-for-profit corporation, but may not unilaterally bind the Association or
34 take actions on behalf of the Board without the express consent of a majority of the
35 Directors, except as expressly authorized by these Bylaws or in cases of emergency as
36 defined herein. ~~and shall have all of the powers and duties which are usually vested in the~~
37 ~~office of President of a corporation.~~ It is encouraged that the President of the Association be
38 a full-time resident onsite throughout their term. If the President ceases to reside onsite, the
39 position may be deemed vacant and filled in accordance with these Bylaws.

40
41
42 65.3. VICE PRESIDENT - POWERS AND DUTIES - The Vice President ~~shall,~~ in
43 the absence or disability of the President, exercise the powers and perform the duties of the

1 President. ~~The Vice President~~ He or she shall also generally assist the President and exercise
2 such other powers and perform such other duties as shall be prescribed by the Directors.
3

4 ~~65.4. SECRETARY - POWERS AND DUTIES - The Secretary shall~~ oversee the
5 keeping of the minutes of all proceedings of the Directors and the ~~members~~ Members. He or
6 she shall oversee the giving and serving of all notices to the Members and Directors and
7 other notices required by law. He or she shall oversee the keeping and custody of the records
8 of the Association, except those of the Treasurer. He or she shall perform all other duties
9 incident to the office of Secretary of the Association and as may be required by the Directors
10 or the President. ~~shall attend to the giving and serving of all notices to the members and~~
11 ~~Directors and other notices required by law; shall have custody of the seal of the Association~~
12 ~~and affix the same to instruments requiring a seal when duly signed; shall keep and have~~
13 ~~custody of the records of the Association, except those of the Treasurer; and shall perform~~
14 ~~all other duties incident to the office of Secretary of the Association and as may be required~~
15 ~~by the Directors or the President.—~~
16

17 ~~65.5. TREASURER - POWERS AND DUTIES - The Treasurer shall~~ oversee the
18 keeping and ~~have~~ custody of all property of the Association, including funds, securities and
19 evidences of indebtedness; ~~-. He or she shall~~ oversee the keeping the ~~assessment~~
20 Assessment rolls and accounts of the ~~members~~ Members; ~~-. He or she shall~~ oversee the
21 keeping of the books of the Association in accordance with good accounting practices; and
22 shall perform all other duties incident to the office of the Treasurer of a not-for-profit
23 corporation.
24
25

26 ~~65.6. EMPLOYEE COMPENSATION - The compensation of all employees of~~
27 ~~the Association shall be fixed by the Directors. This provision shall not preclude the Board of~~
28 ~~Directors from employing a Director as an employee of the Association.~~ OFFICERS'
29 COMPENSATION - Officers are not entitled to compensation for service as such, but are
30 entitled to reimbursement of expenses reasonably incurred. This provision does not
31 preclude the Board from employing an Officer or Director as an agent or employee of the
32 Association.
33

34 ~~6.7. — INDEMNIFICATION — Every Director and every officer and committee~~
35 ~~member of the Association shall be indemnified by the Association against all expenses and~~
36 ~~liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred~~
37 ~~by or imposed in connection with any proceeding, arbitration, or settlement to which such~~
38 ~~person may be a party, or in which they may become involved, by reason of being or having~~
39 ~~been a Director, officer, or committee member of the Association. Notwithstanding the~~
40 ~~foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall~~
41 ~~not be automatic and shall apply only when the Board approves such settlement.~~
42 ~~Notwithstanding anything contained herein to the contrary, in instances where the Director,~~
43 ~~officer, or committee member admits or is adjudged guilty by a court with jurisdiction of~~

1 ~~malfeasance, misfeasance or nonfeasance in the performance of their duties, the~~
2 ~~indemnification provisions contained herein shall not apply. Otherwise, the foregoing right~~
3 ~~of indemnification shall be in addition to and not exclusive of any and all rights of~~
4 ~~indemnification to which such Director, officer or committee member may be entitled by~~
5 ~~common law or statute.~~

6
7 ~~6.8. — DELEGATION — To the extent permitted by law, the powers and duties of~~
8 ~~the directors and officers may be delegated for the purpose of management.~~

9
10 ~~76. MINUTES AND INSPECTION OF RECORDS - Minutes of all meetings of~~
11 ~~Members and of the Board shall be kept in a business-like manner. These, plus records of all~~
12 ~~receipts and expenditures and all other official records, as defined in the Act, shall be~~
13 ~~available for inspection by Members and Board members at all reasonable times. Provided,~~
14 ~~however, that the Directors may adopt reasonable rules regarding the frequency, time,~~
15 ~~location, notice, and manner of record inspections and any copying. Minutes of all meetings~~
16 ~~of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall~~
17 ~~be reduced to written form within thirty (30) days and these, plus records of all receipts and~~
18 ~~expenditures and all other official records, as defined in F.S. 718.111, except those which~~
19 ~~may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land~~
20 ~~Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection~~
21 ~~by unit owners and Board members within five (5) working days after receipt of a written~~
22 ~~request by the Board or its designee. This provision shall be deemed to have been complied~~
23 ~~with by having a copy of the official records available for inspection or copying on the~~
24 ~~condominium or Association property. Provided, however, that the Directors may adopt, in~~
25 ~~advance and in written form, reasonable rules regarding the frequency, time, location, notice~~
26 ~~and manner of record inspections and copying.~~

27
28 ~~87. FISCAL MANAGEMENT - Shall be in accordance with the following provisions:~~
29

30 ~~87.1. BUDGET - An annual budget shall be adopted by the Board at least~~
31 ~~fourteen (14) days prior to the end of the fiscal year. A proposed annual budget of Common~~
32 ~~Expenses and anticipated revenues shall be prepared by the Board which shall include all~~
33 ~~anticipated income/revenue and expenses for operation, maintenance, and administration~~
34 ~~of the Condominium. The proposed budget may also include expenses of security, in-house~~
35 ~~communications, Directors and Officers insurance, transportation services,~~
36 ~~Communications Services, recreational services and amenities, and interior pest control,~~
37 ~~all of which are declared to be Common Expenses under these Bylaws. The proposed budget~~
38 ~~shall include reserves, pursuant to the Act, the funding of which may be waived or reduced~~
39 ~~as provided by the Act. Notwithstanding the foregoing, the full funding of the structural~~
40 ~~integrity reserve funds required by the Act may not be waived or reduced or used for other~~
41 ~~purposes except as permitted by the Act. Reserve funds and any accrued interest on the~~
42 ~~funds shall remain in the reserve account for authorized reserve expenditures, unless their~~
43 ~~use for other purposes is approved as provided by the Act. The budget may contain a~~

1 reasonable allowance for contingencies and provide funds for all operating expenses
2 previously incurred. If at any time a budget shall prove insufficient, it may be amended by the
3 Board for the remaining portion of the fiscal year, provided that notice of the Board meeting
4 at which the revised budget will be considered, along with a copy of the proposed revisions
5 to the budget, shall be mailed or delivered to each Member as provided in Article 7.2.
6

7 If an adopted budget requires Assessments against the Units in any fiscal year which
8 exceed one hundred fifteen percent (115%) of the Assessments for the preceding fiscal year,
9 the Board shall conduct a special meeting of the Members to consider a substitute budget if
10 the Board receives, within twenty-one (21) days after adoption of the annual budget, a
11 written request for a special meeting from at least ten percent (10%) of all Voting Interests.
12 The special meeting shall be conducted within sixty (60) days after adoption of the annual
13 budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to
14 each Member or mail to each Member at the address last furnished to the Association, a
15 notice of the meeting. An Officer or manager of the Association, or other person providing
16 notice of such meeting shall execute an affidavit evidencing compliance with this notice
17 requirement. Such affidavit shall be filed among the official records of the Association. At
18 the special meeting, Members shall consider and enact a substitute budget. The adoption
19 of the substitute budget requires a vote of not less than a majority vote of all the Voting
20 Interests. If a meeting of the Members has been called and a quorum is not attained or a
21 substitute budget is not adopted by the Members, the budget adopted by the Board goes into
22 effect as scheduled. In determining whether Assessments exceed one hundred fifteen
23 percent (115%) of similar Assessments in prior years, any authorized provisions for
24 reasonable reserves for repair or replacement of the Condominium Property, anticipated
25 expenses by the Association which are not anticipated to be incurred on a regular or annual
26 basis, or Assessments for betterments to the Condominium Property and insurance
27 premiums must be excluded from the computation.
28

29 If an annual budget has not been adopted at the time the first installment for a fiscal
30 year is due, it shall be presumed that the amount of such installment is the same as the last
31 installment and shall be continued pursuant to the previous budget until a new budget is
32 adopted and Assessments are calculated, at which time any overage or shortage shall be
33 added to or subtracted from each Unit's next installment due. ~~A proposed annual budget of~~
34 ~~common expenses shall be prepared by the Board of Directors which shall include all~~
35 ~~anticipated expenses for operation, maintenance and administration of the condominium~~
36 ~~including insurance and management fees, if any, and for all of the unpaid operating~~
37 ~~expenses previously incurred. It shall accrue reserves per F.S. 718.112(2)(F)(2) which may~~
38 ~~later be waived by the owners. Reserve funds and any accrued interest on the funds shall~~
39 ~~remain in the reserve account for authorized reserve expenditures, unless their use for other~~
40 ~~purposes is approved in advance by a vote of the majority of the voting interests present at a~~
41 ~~duly called meeting of the Association. It will contain a reasonable allowance for~~
42 ~~contingencies and provide funds for all unpaid operating expenses previously incurred. If at~~

1 any time a budget shall prove insufficient, it may be amended by the Board of Directors for
2 the remaining portion of the fiscal year.

3
4 87.2. MAILING AND POSTING - A copy of the proposed annual budget shall
5 be mailed or delivered to the ~~unit owners~~Members not less than fourteen (14) days prior to
6 the meeting of the ~~directors~~Board at which the budget will be adopted, together with a notice
7 of the meeting. Electronic notice transmitted to the electronic mail address furnished by the
8 ~~Unit owner~~Owner for such purpose is acceptable ~~when~~where permissible by law. The
9 notice shall also be posted in a conspicuous location on the Condominium Property as
10 provided by law. The Board may include notice of its meeting to set the insurance deductible
11 with notice of the budget meeting.

12
13 87.3. ASSESSMENTS - The annual shares of the ~~unit~~Units ~~owners~~ of the
14 ~~common~~Common ~~expenses~~Expenses ~~may~~shall be made payable in installments ~~of from~~
15 ~~one to three months in advance and shall become due on the first day of each such period~~
16 ~~and which~~ due monthly or quarterly (as determined by the Board) in advance and shall
17 ~~become due on the first day of each such period and~~ shall become delinquent ten (10) days
18 thereafter. ~~The Association shall have the right to accelerate assessments of an owner~~
19 ~~delinquent in the payment of common expenses. Accelerated assessments shall be due and~~
20 ~~payable on the date a claim of lien is filed in the Public Records of Lee County, Florida, and~~
21 ~~may include the amounts due for the remainder of the fiscal year for which the claim of lien~~
22 ~~was filed.~~ No invoice need be sent by the Association, although the Association may do so.

23
24 87.4. SPECIAL ASESSMENTS ~~AND CHARGES~~- Special Assessments for
25 Common Expenses, Limited Common Expenses, or Charges, which are not funded through
26 the budget or which arise due to unforeseen or non-recurring circumstances may be made
27 by the Board, and the time of payment shall likewise be determined by them. Notice of the
28 Board meeting at which such Assessments shall be imposed shall be mailed or delivered to
29 each Member and posted as provided in Article 3.7, except in the event of an emergency. To
30 the extent permitted by law, notice of Board meetings at which Special Assessments for
31 Limited Common Expenses will be imposed need only be given to affected Owners. The
32 funds collected pursuant to a Special Assessment shall be used only for the specific
33 purpose or purposes set forth in such notice. However, upon completion of such specific
34 purpose or purposes, any excess funds will be considered Common Surplus, and may, at the
35 discretion of the Board, either be returned to the Members or applied as a credit towards
36 future Assessments. ~~Assessments and charges for expenses which are not provided for and~~
37 ~~funded in the Budget shall be made by the Board of Directors, and the time of payment shall~~
38 ~~likewise be determined by them.~~

39
40 87.5. ASSESSMENT ROLL - The ~~assessments~~Assessments for ~~common~~
41 ~~Common expenses~~Expenses and ~~charges~~Charges shall be set forth upon a roll of the ~~units~~
42 ~~Units~~ which shall be available for inspection at all reasonable times by ~~unit owners~~Members.
43 Such roll shall indicate for each ~~unit~~Unit the name and address of the ~~owner~~Owner, and the

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

5
6 ~~8.6. — ACCOUNTS — All sums collected from assessments or charges shall be~~
7 ~~credited to accounts from which shall be paid the expenses for which the respective~~
8 ~~assessments or charges are made.~~

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

25
26 7.7 Liens for Assessments. The unpaid portion of an Assessment (including
27 Special Assessment), including an accelerated Assessment which is due, together with all
28 costs, collection expenses, interest, late fees, and reasonable attorneys' fees for collection,
29 including but not limited to appeals, bankruptcies, fees incurred in litigating entitlement
30 thereto or fees incurred in litigation after entitlement has already been determined, shall be
31 secured by a continuing lien upon the Unit.

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

39
40 7.9 Collection - Interest; Administrative Late Fee; Application of Payments.
41 Assessments (including Special Assessments) or Charges paid on or before ten (10) days
42 after the date due shall not bear interest, but all sums not paid on or before ten (10) days
43 after the due date shall bear interest in an amount as determined by the Board which, unless

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

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

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

32
33 78.711 ASSOCIATION DEPOSITORY - The depository of the Association
34 in which the funds of the Association shall be deposited, shall be financial institutions
35 authorized to do business in Florida which carry FDIC insurance or equivalent insurance,
36 provided that such insurance is backed by the full faith and credit of the United States of
37 America. All deposits shall be within the limits of such insurance. Association funds,
38 whether reserves or operating funds, may not be placed at risk for investment purposes.
39 Withdrawal of money from those accounts shall be only by checks or other withdrawal
40 instruments signed by those persons as are authorized by the Directors or by electronic
41 transfer protocols approved by the Board. ~~shall be a bank or banks or state or federal savings
42 and loan associations or a member firm of the New York Stock Exchange with offices in
43 Florida and as shall be designated from time to time by the Directors and in which the monies~~

1 ~~for the Association shall be deposited. Withdrawal of monies from such accounts shall be~~
2 ~~only by checks signed by such persons as are authorized by the Directors.~~

3
4 ~~87.8 COMMINGLING OF FUNDS PROHIBITED~~— All funds shall be
5 maintained separately in the Association's name. No community association manager or
6 business entity required to be licensed or registered under F.S. 468.432, as amended from
7 time to time, ~~and~~ no agent, employee, ~~officer~~Officer, or Director of the Association shall
8 commingle any Association funds with his or her funds or with the funds of any other
9 condominium association or community association as defined in F.S. 468.431, as amended
10 from time to time, or with those of any other entity. Reserve funds and operating funds of the
11 Association may be commingled for investment purposes, as provided by law.

12
13 ~~87.9 FINANCIAL REPORTS~~ - A complete financial report of actual receipts
14 and expenditures of the Association shall be made annually which shall comply with ~~F.S.~~
15 ~~718.111(13) or in lieu thereof (if required by Rule 61B-2322.004, Florida Administrative Code)~~
16 ~~, as amended from time to time, a complete set of financial statements. A copy of the report~~
17 ~~or the financial statements shall be furnished to each member within 30 days after its~~
18 ~~completion and delivery to the Directors or at the annual meeting. A copy of the financial~~
19 ~~report must be mailed to the Division of Florida Land Sales, Condominiums and Mobile~~
20 ~~Homes as required by F.S. 718.111(13).~~

21
22 ~~87.10. FIDELITY BONDING~~ - The Association shall obtain and maintain
23 ~~blanket adequate~~ fidelity bonding in the minimum principal sum set forth in the Act, for each
24 person (whether or not a Director) who controls or disburses Association funds, and the
25 President, Secretary and Treasurer. The Association shall bear the cost of bonding of
26 Directors and Officers. In the case of a community association manager or management
27 firm, the cost of bonding may be allocated as the parties may agree. All persons providing
28 management services to the Association, or otherwise having the authority to control or
29 disburse Association funds, shall provide the Association with a certificate of insurance
30 evidencing compliance with this paragraph, naming the Association as an insured under
31 said policy.~~for each person who is authorized to sign checks and the President, Secretary~~
32 ~~and Treasurer of the Association in an amount not less than \$10,000.00 for each person, but~~
33 ~~in no event less than the minimum required by the Condominium Act from time to time~~
34 ~~based upon the total of the Association annual budget, including reserves. shall bear the~~
35 ~~cost of bonding.~~

36
37 7.11 It is encouraged that official communication with external parties
38 regarding Association financial matters shall be limited to the Board President and Treasurer,
39 unless otherwise authorized by a majority vote of the Board.

40
41 ~~98.~~ PARLIAMENTARY ROLES - Robert's Rules of Order (latest edition) shall be used
42 as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and
43 Committee meetings to ensure fairness, impartiality, and respect for minority views without

1 unduly burdening majority rights. Meetings shall also be conducted in accordance with
2 these Bylaws and the procedures established by the Board from time to time, including the
3 form of voting documents to be used. The ruling of the Chair of the meetings, unless he, she,
4 or the Board designates a third person as Parliamentarian, shall be binding on all matters of
5 procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules
6 of Order shall not be used as a basis to legally challenge any action of the Association.~~A~~
7 ~~parliamentary procedure such as Robert's Rules of Order uniformly applied shall govern the~~
8 ~~conduct of corporate proceedings when not in conflict with the Declaration, the Articles of~~
9 ~~Incorporation or By-Laws of the Association or with the laws of the State of Florida.~~

10
11 ~~10. BY-LAW AMENDMENTS - Amendments to the By-Laws shall be adopted in the~~
12 ~~following manner:~~

13
14 ~~10.1. NOTICE of the subject matter of a proposed amendment shall be~~
15 ~~included in the notice of any meeting or the text of any written agreement at which or by~~
16 ~~which a proposed amendment is considered.~~

17
18 ~~10.2. PROPOSAL OF AMENDMENTS - An amendment may be proposed by~~
19 ~~either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.~~

20
21 ~~10.3. ADOPTION OF AMENDMENTS - A resolution or written agreement~~
22 ~~adopting a proposed amendment must receive approval of a majority of the voting interests~~
23 ~~of the Association.~~

24
25 ~~10.4. EFFECTIVE DATE - An amendment when adopted shall become~~
26 ~~effective only after being recorded according to law.~~

27
28 ~~10.5. AUTOMATIC AMENDMENT - These By-Laws shall be deemed amended,~~
29 ~~if necessary, so as to make the same consistent with the provisions of the Declaration of~~
30 ~~Condominium, the Association Articles of Incorporation, or the Condominium Act as~~
31 ~~amended from time to time.~~

32
33 ~~10.6. PROPOSED AMENDMENT FORMAT - Proposals to amend existing By-~~
34 ~~Laws shall contain the full text of the By-Laws to be amended. New words shall be~~
35 ~~underlined and words to be deleted shall be lined through with hyphens. If the proposed~~
36 ~~change is so extensive that this procedure would hinder rather than assist understanding, a~~
37 ~~notation must be inserted immediately preceding the proposed amendment saying,~~
38 ~~"SUBSTANTIAL REWORDING OF BY-LAW. SEE BY-LAW NUMBER _____ FOR PRESENT TEXT."~~

39
40 ~~The following were adopted as the Restated By-laws of WINDSOR WEST~~
41 ~~CONDOMINIUM ASSOCIATION, INC. on this 5th day of December, 1996.~~

1 9. BYLAW AMENDMENTS - Amendments to the Bylaws shall be adopted in the
2 following
3 manner:
4

5 9.1 Proposal of Amendments. An amendment may be proposed by the
6 President of the Association, the Directors, or by twenty-five percent (25%) of the entire
7 Voting Interests.
8

9 9.2 Proposed Amendment Format. Proposals to amend existing Bylaws shall
10 contain the full text of the article to be amended. New words shall be underlined and words
11 to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this
12 procedure would hinder rather than assist understanding, a notation must be inserted
13 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF
14 BYLAWS. SEE BYLAW NUMBER _____ FOR PRESENT TEXT."
15

16 9.3 Notice. The subject matter of proposed amendments shall be included in
17 the notice of any meeting at which a proposed amendment is to be considered or in
18 connection with documentation for action without a meeting.
19

20 9.4 Adoption of Amendments. A resolution for the adoption of a proposed
21 amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests
22 of the Association present (in person or by proxy) and voting at a duly noticed meeting at
23 which a quorum has been attained, or by the written agreement of at least two-thirds (2/3rds)
24 of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors,
25 violations of applicable law, conflicts between the Condominium Documents, or if
26 determined necessary and desirable by the Board to comply with the requirements of the
27 secondary mortgage market, may be executed by the Officers of the Association, upon Board
28 approval, without need for Association membership vote. The Board may also adopt
29 amendments necessary to comply with the requirements of any governmental entity.
30

31 9.5 Effective Date. An amendment when adopted shall become effective after
32 being recorded in the Lee County Public Records according to law.
33

34 9.6 Automatic Amendment. These Bylaws shall be deemed amended, if
35 necessary, so as to make the same consistent with the provisions of the Declaration or the
36 Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other
37 applicable statutes or administrative regulations, as amended from time to time, are
38 amended to impose different or alternative procedural requirements than set forth in these
39 Bylaws, the Board may operate the Association pursuant to the different or alternative
40 requirements without the need to change these Bylaws. The Board, without a vote of the
41 Owners, may also adopt by majority vote, amendments to these Bylaws as the Board deems
42 necessary to comply with future amendments to Chapters 607, 617, and the Act, or such

1 other statutes or administrative regulations as required for the operation of the Association,
2 all as amended from time to time.

3
4 9.7 Proviso. No amendment shall change the configuration of any Unit or the
5 share in the Common Elements appurtenant to it, or increase the Owner's proportionate
6 share of the Common Expenses, unless the record Owner of the Unit concerned and all
7 record Owners of the mortgages on such Unit shall join in the execution of the amendment,
8 and all other Members approve the amendment.

9
10 10. DISPUTE RESOLUTION.

11
12 10.1 Alternative Dispute Resolution. If unresolved, disputes between the
13 Board and Members, as defined in the Act, must be submitted to arbitration or mediation as
14 provided in the Act prior to commencing litigation, so long as the Act requires such
15 arbitration or mediation.

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

34
35 10.3 Other Remedies. Nothing herein shall preclude the Association from
36 pursuing any remedy for the violation of the Condominium Documents or disputes with a
37 Member or other party as may be available to the Association under the laws of the State of
38 Florida or the Condominium Documents.

39
40 11. MISCELLANEOUS. The following miscellaneous provisions shall apply to these
41 Bylaws and the Condominium Documents.

1 11.1 Conflicts. The term "Condominium Documents," as used in these Bylaws
2 and elsewhere include the Declaration, Articles of Incorporation, these Bylaws, the Rules
3 and Regulations of the Association and the Plat. In the event of a conflict between the
4 language in the Declaration and the Plat, the Plat shall control, except as specifically
5 provided to the contrary in the Declaration. In the event of a conflict between language in any
6 of the other Condominium Documents, the following priorities control:

- 7
- 8 1. Declaration of Condominium;
- 9 2. Articles of Incorporation;
- 10 3. Bylaws; and
- 11 4. Rules and Regulations.
- 12

13 11.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and
14 all other similar pronouns are construed to include all genders and encompass the plural as
15 well as the singular.

16

17 11.3 Severability. In the event that any provision of these Bylaws is deemed
18 invalid, the remaining provisions remain in full force and effect.