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



**CERTIFICATE OF AMENDMENT TO
THE BYLAWS OF BELLA COSTA, INC.**

WHEREAS, Bella Costa, Inc. (the "Association"), is the Florida not-for-profit corporation that administers and enforces the Declarations of Condominium for Bella Costa #1 and Bella Costa #2, as described below;

WHEREAS, the Original Declaration of Condominium for Bella Costa #1 was recorded in Official Record Book 946, Page 660 of the Public Records of Sarasota County, Florida.

WHEREAS, the Original Declaration of Condominium for Bella Costa #2 was recorded in Official Record Book 1019, Page 880 of the Public Records of Sarasota County, Florida.

WHEREAS, the owners of condominium units subject to the Declarations and the governing documents of the Association, as members of the Association, have voted to amend and restate the Association's bylaws.

The undersigned officers of the Association hereby certify that the attached Amended and Restated Bylaws were approved and adopted by the requisite number of members of the Association at a meeting held for such purposes. The undersigned further certifies that the Amended and Restated Bylaws were adopted in accordance with the Association's governing documents and applicable law.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 9 day of APRIL, 2021.

Witnesses to President's Signature:

1. Sign: [Signature]
Print Name: Jo-Ann Finnell

2. Sign: [Signature]
Print Name: Teri Lennon

BELLA COSTA, INC.

Signed by: [Signature]
John Richards, its President

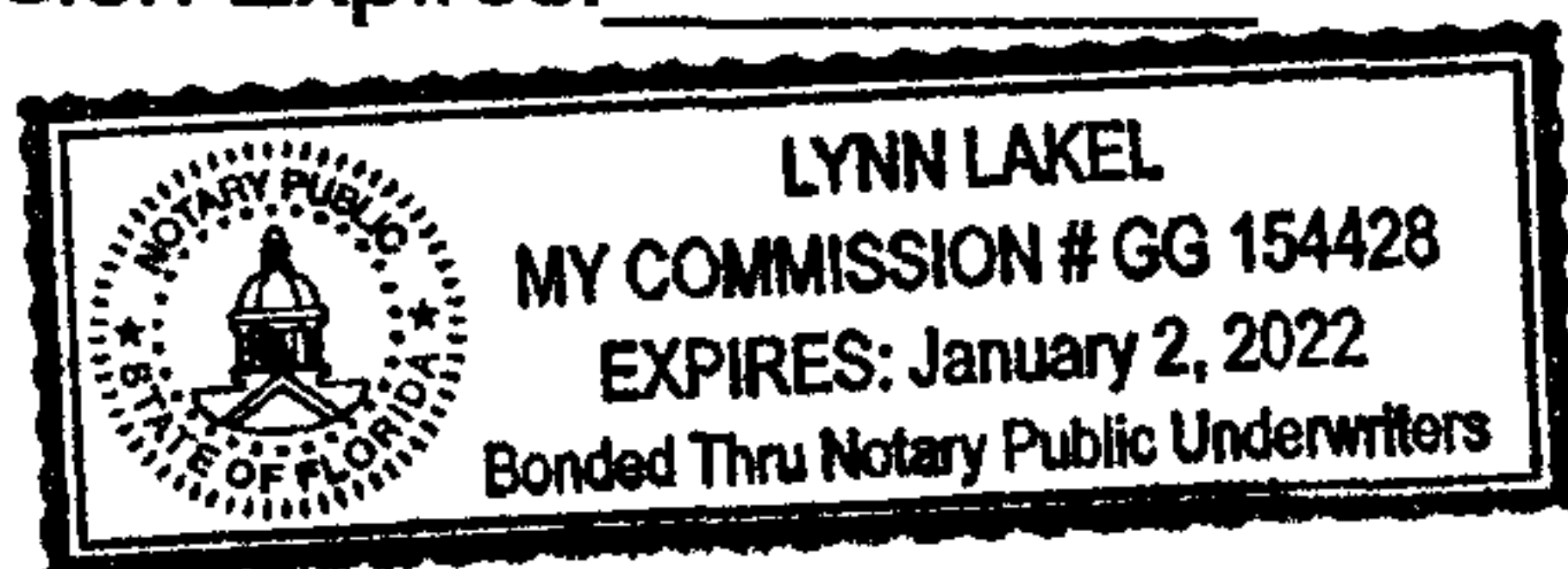
ATTEST:

Signed by: [Signature]
Print Name: Gary J. Van Zinderen
Its Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of APRIL, 2021, by John Richards, as President of Bella Costa, Inc. He is ☒ personally known to me or ☐ has produced _____ as proof of identification.

My Commission Expires: 1-2-22



[Signature]
Notary Public, State of Florida
Print Name: Lynn Lakel
Date: April 9 2021

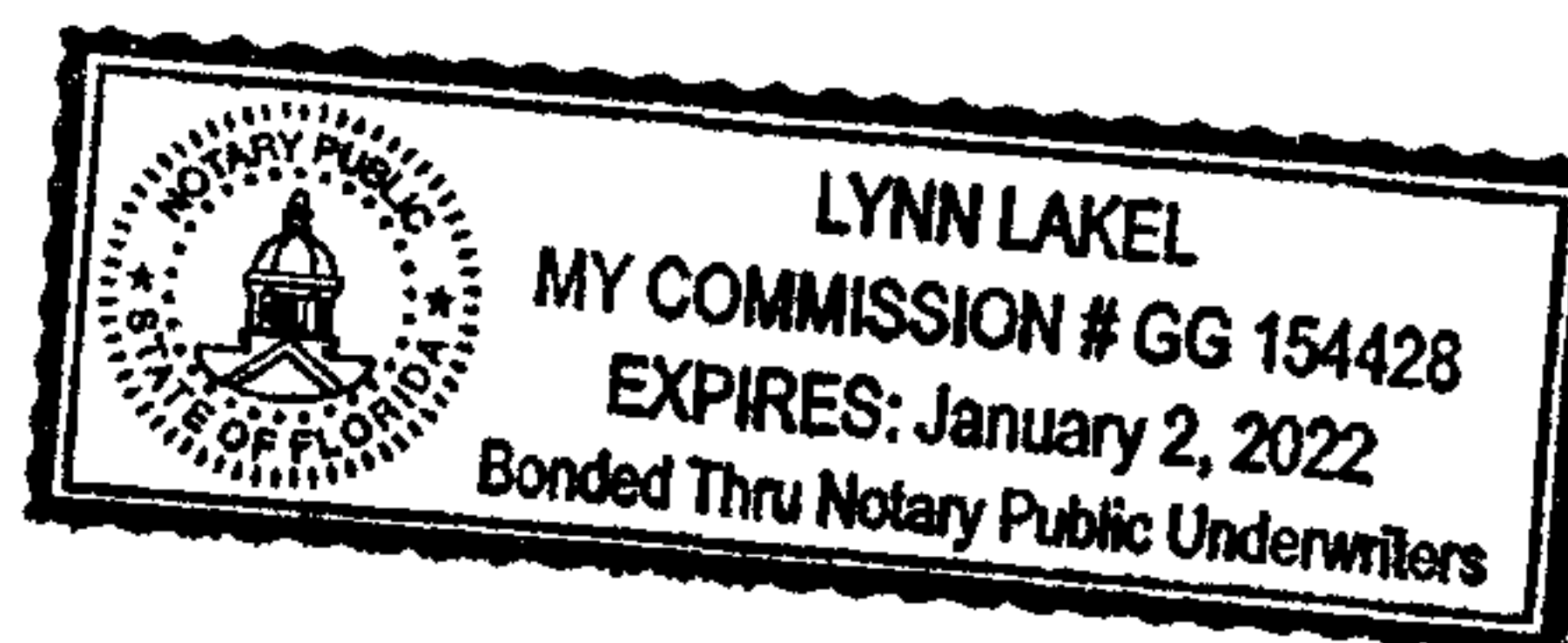
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9 day of APRIL, 2021, by Gary Van Zinderen, as Secretary of Bella Costa, Inc. He or She is ☒ personally known to me or ☐ has produced _____ as proof of identification.

My Commission Expires: 1-2-22

Date: 4-9-2021

[Signature]
Notary Public, State of Florida
Print Name: Lynn Lakel



AMENDED AND RESTATED BYLAWS OF BELLA COSTA, INC.

These are the amended and restated bylaws of the Bella Costa, Inc., (the "Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering those certain condominiums located in Sarasota County, Florida, and known as Bella Costa #1, a Condominium, and Bella Costa #2, a Condominium. The Original Declaration of Condominium for Bella Costa #1 was recorded in Official Record Book 946, Page 660 of the Public Records of Sarasota County, Florida. The Original Declaration of Condominium for Bella Costa #2 was recorded in Official Record Book 1019, Page 880 of the Public Records of Sarasota County, Florida. Pursuant to Section 718.112, *Florida Statutes*, the Bylaws of the Association are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws.

THIS IS A SUBSTANTIAL REWORDING OF THE BYLAWS. SEE PREVIOUS BYLAWS FOR PREVIOUS TEXT.

ARTICLE 1. GENERAL

1.1 IDENTITY: These are the Bylaws of Bella Costa, Inc., a Corporation not for profit under the laws of the State of Florida. The Corporation has been organized for the purpose of administering two (2) condominiums pursuant to Chapter 718 of the Florida Statutes, as it is amended from time to time, which condominiums are identified by the names Bella Costa #1 , a condominium and Bella Costa #2 , a Condominium.

1.2 PRINCIPAL OFFICE: The principal office of the corporation shall be at 200 Santa Maria Street, Venice, Florida, or as otherwise designated by the Board of Directors.

1.3 DEFINITION: As used herein, the term "corporation" shall be the equivalent of "association" and the words "property" and "unit" or "unit owner" and "condominium" are defined as set forth in Chapter 718, Florida Statutes (the "Condominium Act" or "Act"). All other words, as used herein, shall have the same definitions as set forth in the Condominium Act, as it is amended from time to time, as well as the definitions set forth in the Declaration of Condominium, unless the context otherwise requires.

1.4 FISCAL YEAR: The corporation's fiscal year shall be the calendar year.

ARTICLE 2. DIRECTORS

2.1 NUMBER AND TERM: The Board of Directors shall be composed of five (5) directors. Except for directors elected at the first Annual Meeting following the adoption of this section, the term of each director shall be two years and subsequently until his successor is duly elected and qualified, or until he is removed from office as provided herein or by law. If the total number of directors is an even number, half of the directors shall be elected each year; if the number is odd, one-half of the directors plus one shall be elected at Annual Meetings held in odd-numbered years and the remainder in alternate years. The terms of the directors elected after the adoption of this Section shall be determined by the new Board of Directors in their first meeting in accordance with the intent of this Section.

(1) **QUALIFICATIONS:** Directors must be members of the Association. A candidate for the Board must be eligible to be a candidate to serve on the Board at the time of the deadline for submitting a notice of intent to run in order to have the candidate's name placed on the ballot. A person who has been convicted of any felony in Florida, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in Florida, is not eligible to be on the ballot for the Board unless the felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board. Unless otherwise required by the Condominium Act, a person who has been suspended or removed by the Division, or who is delinquent in the payment of any monetary obligation due the Association, is not eligible to be a candidate for board membership and may not be listed on the ballot. Co-owners of a unit may not serve as members of the Board at the same time unless they own more than one unit, or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.

2.2 ELECTION OF DIRECTORS: Election of directors shall be conducted in the following manner or as otherwise provided by law:

(1) A regular or general election shall be an election to fill a vacancy caused by expiration of a term in office. A regular or general election shall occur on the date of the annual meeting. Other elections shall occur in conjunction with duly called meetings of the Unit Owners.

(2) An election is not required if the number of vacancies equals or exceeds the number of eligible candidates.

(3) A search committee of three (3) members may be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall not have the authority to nominate any candidate.

(4) The election shall be by a written secret ballot, voting machine, by electronic voting through an internet-based online voting system in accordance with the Condominium Act, or as otherwise may be permitted by the Condominium Act, and by a plurality of the votes cast, each person voting be entitled to cast the vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. Proxies shall not be used in an election.

(5) The first notice of the date of the election, which is required to be mailed, electronically transmitted, or delivered not less than sixty (60) days before a scheduled election, must contain the name and correct mailing address of the Association or the Association's agent. The failure to mail or deliver to the eligible voters at the addresses indicated in the official records the first notice of the date of the election not less than sixty (60) days before a scheduled election shall render any election so held null and void.

(6) Any Unit Owner or other eligible person desiring to be a candidate for the board of Director shall give written notice to the Association not less than 40 days before a scheduled election. Written notice shall be effective when received by the secretary or other person designated by the secretary. For purposes of this provision, written notice to the secretary or other person designated by the secretary shall be deemed adequate

written notice on the secretary. Written notice shall be accomplished in accordance with one or more of the following methods:

(a) By certified mail, return receipt requested, directed to the secretary or other person designated by the secretary; or

(b) By personal delivery to the secretary or other person designated by the secretary; or

(c) By regular U.S. mail, facsimile, electronic mail, or other method of delivery to the secretary or other person designated by the secretary.

(7) Upon receipt by the secretary or other person designated by the secretary of any written notice by personal delivery that a Unit Owner or other eligible person desires to be a candidate for the board of Director, the secretary or other person designated by the secretary shall issue a written receipt acknowledging delivery of the written notice.

(8) If an election is required, upon request of a candidate, the Association shall, with the second notice of election, through electronic mail, U.S. mail or personally deliver to all eligible voters at the address indicated in the official records a copy of an information sheet which may describe the candidate's background, education, and qualifications as well as other factors deemed relevant by the candidate. The information contained therein shall not exceed one side of the sheet. The failure of the Association to mail or personally deliver a copy of a timely delivered information sheet of each eligible candidate to the eligible voters shall render any election held null and void. The Association shall not edit, alter, or otherwise modify the content of the information sheet.

(9) If an election is required, not less than fourteen (14) days before the scheduled election, the Association shall mail or deliver to the eligible voters at the addresses listed in the official records a second notice of the election, together with a ballot and any information sheets timely submitted by the candidates. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the unit or unit numbers being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot. If a person is entitled to cast more than one ballot, separate inner envelopes shall be used for each ballot. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. If the Association implements the internet-based voting system permitted by the Condominium Act, it will not be necessary to mail the items to owners that have consented to participating in the internet-based voting system.

(10) The written ballots shall indicate in alphabetical order by surname, each and every Unit Owner or other eligible person who desires to be a candidate for the board of Director and who gave written notice to the Association not less than 40 days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn the candidacy in writing. The failure of the written ballot to indicate the name of each eligible candidate who gave written notice in the manner prescribed shall render any election so held null

and void. No ballot shall indicate which candidate or candidates are incumbents on the board. No ballot shall contain a section providing for the signature of a voter. All ballot forms utilized by a condominium Association, whether those mailed to voters or those cast at a meeting, shall be uniform in color and appearance.

(11) Envelopes containing ballots received by the Association shall be retained and collected by the Association and shall not be opened except in the manner and at the time provided herein. The election and tallying of the ballots shall take place in accordance with the Condominium Act and the applicable portions of the Florida Administrative Code.

(12) A unit owner may not permit any other person to vote the unit owner's ballot, and any ballots improperly cast are invalid. Any voter who requires assistance to vote by reason of blindness, disability, or inability to read or write, may request the assistance of a member of the board of Director or other Unit Owner to assist in casting his vote.

(13) **CERTIFICATION:** Unless otherwise set forth in the Condominium Act, within ninety (90) days after being elected or appointed to the Board, each newly elected or appointed director shall certify in writing to the secretary of the association that director has read the Association's declaration of condominium, articles of incorporation, bylaws, and current written policies, that the director will work to uphold such documents and policies to the best of his or her ability; and that the director will faithfully discharge his or her fiduciary responsibility to the Association's members. In lieu of this written certification, within ninety (90) days after being elected or appointed, the director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved condominium education provider within one (1) year before or ninety (90) days after the date of election or appointment. The certification is valid and does not have to be resubmitted as long as the director serves on the board without interruption.

2.3 VACANCY AND REPLACEMENT: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors at a meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect of which said vacancy occurred.

2.4 REMOVAL/RECALL: Any director may be recalled by a majority of the membership through written agreement or at a members meeting called for such purpose, in the manner provided by the Condominium Act. Electronic transmission may not be used as a method for giving notice of any meeting to recall a board member or members. Notwithstanding any provision to the contrary, all recall proceedings and the filling of any vacancies as a result of a successful recall must comply with the provisions of the Condominium Act.

2.5 POWERS: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporative powers not specifically prohibited by statute, the certificate of incorporation, or the Declaration to which these bylaws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

(a) To make and collect assessments and establish the time for which payments of same are due;

(b) To use and expend the assessments collected to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(d) To enter into and upon the units when necessary with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation to the fullest extent allowed by the Condominium Act;

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(f) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these bylaws and the terms and conditions of the declarations;

(g) To employ such personnel as may be required for the maintenance and preservation of the property;

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels and use of common elements or Association owned or leased property.

(i) To enter into leases both as lessor and lessee in connection with the operation of the condominium.

(j) **EMERGENCY POWERS.** The Association shall have all emergency powers as set forth in Section 718.1265, *Florida Statutes*, as it may be amended from time to time, regarding notice and conducting emergency board meetings, entering into agreements, implementing disaster plans, requiring evacuation of the community, mitigating further damage, borrowing money or pledging association assets as collateral to fund emergency repairs and carry out Association duties, and any other such authority permitted by law.

2.6 COMPENSATION: Neither Directors nor Officers shall receive compensation for their services as such, but may be reimbursed for all actual and reasonable expenses incurred relating to the proper discharge of their duties on behalf of the Association as approved by the Board.

2.7 BOARD MEETINGS:

(a) The organizational meeting of the Board of Directors with its newly elected members shall be held immediately upon adjournment of the Annual Meeting of the membership, provided a quorum shall be present, or as soon thereafter as may be practical.

(b) Special meetings shall be held whenever called by the direction of the president or a majority of the Board. The secretary shall give notices of each special meeting, either personally, by mail or electronic mail, at least forty-eight (48) hours before the date of such meeting; but the directors may waive notice of the calling of the meeting;

(c) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at the meeting at which there is a quorum shall be the act of the Board.

(d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally, by mail, telephone or electronic mail at least forty-eight (48) hours prior to the day named for such meeting.

(e) **DIRECTORS MEETINGS OPEN**. All meetings of the Board of Directors at which a quorum of the members of the Board are present shall be open to all Unit Owners. The right to attend includes the right to speak with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the board may permit a Unit Owner to speak on such items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements at board meetings and committee meetings. Notwithstanding any provision to the contrary, meetings between the Board (or any committee) and the Association's attorney with respect to proposed or pending litigation, or meetings held for the purpose of discussing personnel matters, or as otherwise may be set forth in law, shall not be open to members.

(f) **DIRECTOR'S MEETINGS VIDEOTAPED AND/OR TAPE RECORDED**: A Unit Owner may tape record or videotape meetings of the board of Director.

(g) **NOTICE TO UNIT OWNERS**. Unless otherwise provided herein or required by the Condominium Act, notices of all meetings of the Board of Directors shall also be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. Notice of any meeting in which regular or special assessments against unit owners are to be considered must specifically state that assessments will be considered and provide the estimated cost and description of the purposes for such assessments.

(h) **DESIGNATION OF SPECIFIC LOCATION TO POST NOTICES**. Upon notice to the Unit Owners, the board shall by duly adopted rule designate a specific location on the condominium property or Association property upon which all notices of Board Owner meetings shall be posted.

(i) **MEETING TO ADOPT ANNUAL BUDGET**. The members must be given written notice of the time and place of the meeting at which the Board of Directors will

consider the annual budget. A copy of the proposed annual budget of common expenses and proposed assessments must be mailed or electronically transmitted to the members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

(j) NOTICE OF NON-EMERGENCY SPECIAL ASSESSMENT MEETING. Written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association.

(k) WAIVER OF NOTICE. Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice of such director.

(l) ADJOURNED MEETINGS. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

(m) JOINDER IN MEETING BY APPROVAL OF MINUTES. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting but such concurrence may not be used for the purpose of determining a quorum.

(n) The Presiding Officer of directors' meeting shall be the President or his designee. In the absence of the presiding officer the directors present shall designate a person of their choice to preside at that meeting.

(o) Directors may not vote by proxy or by secret ballot at board meetings except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes. A Director who abstains from voting on any action taken on any association matter shall be presumed to have taken no position with regard to the action.

2.8 ORDER OF BUSINESS: The order of business at all meetings of the Board shall be as follows, unless otherwise determined by the Board:

- (a)** Roll call;
- (b)** Approval of minutes of last meeting;
- (c)** Consideration of communications;
- (d)** Resignation and elections;
- (e)** Reports of officers and employees;
- (f)** Reports of committees;
- (g)** Unfinished business;
- (h)** Original resolutions and new business;
- (i)** Adjournment.

ARTICLE 3. OFFICERS

3.1 EXECUTIVE OFFICERS: The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. All officers of the Board must be members of the Board. Any two of said officers may be united in one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice President.

3.2 ASSOCIATE OFFICERS: The Board of Directors may appoint such other officers and agents as they deem necessary, who may hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

3.3. TENURE OF OFFICERS: REMOVAL: All officers and agents shall be subject to removal with or without cause at any time by simple majority vote of the Board of Directors. The Board may delegate powers of removal of associate officers and agents by any officer.

3.4 PRESIDENT:

(a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board are carried into effect; he may execute bonds, mortgages, and other contracts requiring that seal, under the seal of the corporation; the seal when affixed may be attested by the Secretary.

(b) He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly;

(c) He shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may be required to be brought to their notice;

(d) He shall be an ex officio member of all the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

3.5 VICE PRESIDENT: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

3.6 SECRETARY:

(a) The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors;

(b) He shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law;

(c) He shall be custodian of the corporate records and of the seal of the corporation;

(d) He shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary by such unit owner;

(e) In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

3.7 ASSISTANT SECRETARY: The Board may appoint an Assistant Secretary who shall perform the Secretary's duties in the Secretary's absence.

3.8 TREASURER:

(a) The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors;

(b) He shall disburse the funds of the corporation as ordered by the Board, and obtain proper vouchers for such disbursements; shall render to the President and Directors at the regular meeting of the Board, or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation;

3.9 VACANCIES: If the office of the President, Vice President, Secretary, or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these bylaws may choose a successor or successors who shall hold office for the unexpired term.

3.10 RESIGNATION AND DISQUALIFICATION: Any Director or appointed associate officer may resign his office at any time by mailing or delivering a letter to the Board of Directors. Unless otherwise specified in the resignation, such resignation shall take effect upon receipt by the Association. The transfer of title of his/her unit by a Director shall automatically constitute a resignation. An existing director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the remaining board members for the remaining term of the office.

3.11 COMMITTEES. The Board of Directors may designate from among the members additional committees to assist the Board in an advisory capacity. Such committees shall not have the authority to contractually bind the Association, and shall have limited powers only to the extent delegated by the Board. Meetings of a committee to take final action on behalf of the Board, or make recommendations to the Board regarding the budget are obligated to comply with the notice requirements and owner participation as set forth for Board meetings. All other committees are exempt from this requirement unless otherwise specified by the Board.

3.12 MANAGEMENT. The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. The Board shall have the authority to delegate duties of particular officers to such

manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

ARTICLE 4. MEMBERSHIP

4.1 DEFINITION: Membership in the corporation shall be limited to owners of condominium units in BELLA COSTA #1, a Condominium and Bella Costa #2, a Condominium.

4.2 TRANSFER OF MEMBERSHIP AND OWNERSHIP. Membership in the corporation may be transferred only as an incident to the transfer of a particular condominium unit, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

ARTICLE 5. MEETING OF THE MEMBERSHIP

5.1 PLACE: All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

5.2 ANNUAL MEMBERS' MEETING:

(a) The Annual Meeting of the membership shall be held during the first two (2) weeks of March at a date and time set by the Board of Directors.

(b) At the annual meetings, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, the members shall elect by a majority vote the directors required for the ensuing year, and transact such other business as may properly come before the meeting.

5.3 RIGHT TO VOTE AND PROXIES:

(a) **ONE VOTE PER UNIT.** Each Condominium unit shall be entitled to one (1) vote. The vote of a Condominium shall not be divisible.

(b) **PROXIES.** At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy, or through an internet-based online voting system in accordance with the Condominium Act, or as otherwise may be permitted by the Condominium Act. A proxy attending a meeting via proxy issued by the owner shall have the right to cast the vote for the unit owner as set forth in the proxy, and shall be counted toward achieving a quorum. Such proxies shall only be valid for such meeting or subsequent adjourned meeting thereof. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. When an individual or a corporation owns more than one condominium unit, they shall be entitled to the votes of each unit so owned. Votes may be cast in person or by proxy. Unit Owners shall not vote by general proxy but may vote by limited proxy except as provided in the Condominium Act. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; to waive financial statement requirements; to amend the declaration; to amend the articles of incorporation or bylaws; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. Proxies shall in no event be used in electing the board of

directors. Any person who has reached legal age as determined by law may be named a proxy. A person named a proxy need not be a Unit Owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Each proxy shall substantially conform to the proxy form approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes (the "Division") and must set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast.

(c) **VOTING MEMBER.**

(1) **SINGLE OWNERSHIP.** If a Condominium unit is owned by one person, his/her right to vote shall be established by the recorded title to the unit.

(2) **MULTIPLE OWNERSHIP (CO-OWNERSHIP).** If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a certificate, signed by all of the recorded owners of the unit, and filed with the Association.

(3) **CORPORATE OWNERSHIP, LIMITED LIABILITY OWNERSHIP, OR SIMILAR ENTITY OWNERSHIP.** If a Condominium unit is owned by a corporation, limited liability company, or similar entity, the officer or employee thereof entitled to cast the vote of the unit shall be designated in a certificate for this purpose, signed by an officer or managing member of the entity and filed with the Association.

(4) **PARTNERSHIP OWNERSHIP.** If a Condominium Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be a partner or other person designated in a written certificate filed with the Association and signed by a general partner.

(5) **LIFE ESTATES.** In the event a Condominium Unit becomes subject to a life estate, either by operation of law or by approved voluntary conveyance, the life tenant shall be the Member of the Association as to that Condominium Unit and shall be considered the Condominium Unit Owner hereunder. If there is more than one (1) life tenant, they shall be treated as if they were co-Owners for purposes of voting rights.

(6) **TRUSTS.** If a Unit is titled to a Trust/Trustee, the Trustee shall be entitled to cast the vote associated with the Unit, unless otherwise required by law. Co-Trustees shall be treated as Co-Owners for purposes of this section.

The person designated in such certificates who is entitled to cast the vote for a unit shall be known as the "Voting Member." Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the unit concerned. If a voting certificate is not on file as may be required by the Bylaws, the vote of the owner or owners shall not be considered unless all such owners are present and agree with the manner in which the vote is to be cast. The presence of any owner at the meeting in person or by proxy shall be used in determining the requirements for a quorum.

5.4 SPECIAL MEETINGS:

(a) Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of twenty percent (20%) of the members of the Association. Such requests shall state the purpose or purposes of the proposed meeting;

(b) Written notice of a special meeting of members stating the time, place, and object thereof shall be served upon and mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days before such meeting.

(c) Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

5.5 QUORUM: Members entitled to vote and representing owners of fifty-one (51%) percent of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the certificate of incorporation, or by these bylaws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

5.6 VOTE REQUIRED TO TRANSACT BUSINESS: When a quorum is present at any meeting, the vote of a majority of the unit owners present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, the Declarations of Condominium or these bylaws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

5.7 WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the certificate of incorporation, Declarations of Condominium or these bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if 51% members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

5.8 NOTICE. Notice of all members' meetings stating the time, place, purposes for which the meeting is called and identification of meeting agenda items shall be given by the President or Vice President or Secretary, or their agent, unless waived by the member in writing. Such notice shall be given by mail, hand delivery, or electronic transmission to each member at his address as it appears on the books of the Association, not less than (14) days prior to the date of the meeting. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record and shall be mailed not less than fourteen (14) days prior to the date of the meeting. Proof of such meeting shall be given by the affidavit of the person giving the notice. In addition, a notice of each meeting of the membership

shall be posted at a conspicuous place on the condominium property or Association property at least fourteen (14) continuous days preceding any meeting of the members.

(a) Designation of specific location to post Notice. Upon notice to the Unit Owners, the board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Unit Owner meetings shall be posted.

(b) Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

5.9 ORDER OF BUSINESS: The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Call for ballots not yet cast to be collected.
- (b) Election of directors.
- (c) Election of inspectors of election.
- (d) Election of chairman of the meeting.
- (e) Calling of the roll and certifying of proxies.
- (f) Proof of notice of meeting or waiver of notice.
- (g) Reading and disposal of any unapproved minutes.
- (h) Reports of officers.
- (i) Reports of committees.
- (j) Unfinished business.
- (k) New business.
- (l) Adjournment.

5.10 UNIT OWNER'S RIGHT TO PARTICIPATE IN UNIT OWNER MEETINGS. Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda; however, the meeting Chairman may permit a Unit Owner to speak on such items.

Unit Owner's right to tape record and/or videotape Unit Owner meetings. A Unit Owner may tape record or videotape a meeting of the Unit Owners subject to rules as promulgated by the Board of Directors. The Board may, but is not obligated to, permit owners to attend Board meetings via teleconference or videoconference if deemed necessary and/or appropriate by the Board and provided such participation is not otherwise expressly prohibited by law.

ARTICLE 6. NOTICES

6.1 DEFINITION: Whenever under the provisions of the statutes or of the certificate of incorporation, or of these bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice shall be given in writing by mail by depositing the same in the post office or letter box in a postpaid sealed wrapper addressed to such Director or member as his name appears on the books of the corporation.

6.2 SERVICE OF NOTICE WAIVER: Whenever any notice is required to be given under the provisions of the statutes or the certificate of incorporation, Declaration of Condominium, or these bylaws, a waiver thereof in writing signed by the person or persons

entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

ARTICLE 7. FINANCES AND BUDGET

7.1 CHECKS: All checks or demands for money and notes of the corporation shall be signed by the President, and the Treasurer, or by such other person or persons as the Board of Directors may from time to time designate.

7.2 ACCOUNTS. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance estimated to be in this fund at the end of each year shall be used as a credit to reduce the assessments for current expense for the succeeding year.

(b) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00, unless otherwise required by the Condominium Act. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve items caused by deferred maintenance.

(c) Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association. Any vote to allow the Association to use reserve funds originally reserved for improvements within a particular condominium for purposes other than that for which the funds were originally reserved for the particular condominium and any votes to waive or reduce reserves for improvements in a particular condominium shall take place at a meeting at which a majority of the voting interests in that particular condominium is present in person or by proxy, and a majority of those present in person or by limited proxy vote to use reserve funds for another purpose or to waive or reduce reserves for such condominium.

Proxy questions relating to association votes for the waiving or reducing of the funding of reserves, or using existing reserve funds for purposes other than the purposes for which the reserves were intended shall contain the following statement, in capitalized, bold letters, in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF THOSE UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

(d) Reserve for deferred maintenance, shall include funds for maintenance items that occur less frequently than annually.

(e) Reserve for replacement, shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(f) Betterments, shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common element.

(g) Commingling. All funds shall be maintained separately in the Association's name. Reserve or operating funds of the Association may be commingled for purpose of investment, but separate ledgers must be maintained for each account. No manager or business entity required to be licensed or registered under Florida law and no agent, employee, officer, or director of a condominium Association shall commingle any Association funds with his funds or with the funds of any other condominium Association or community Association as defined in the Florida Statutes.

7.3 ANNUAL BUDGET. The Board of Directors shall adopt a separate budget for each condominium administered by the Association and a separate budget for expenses common to all condominium units in the Association for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operation expense previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices. A copy of the proposed annual budget shall be mailed, hand delivered, or electronically transmitted to the Unit Owner not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that Board meeting. An officer or manager of the Association, or other person providing notice of such Board meeting, shall execute an affidavit evidencing compliance with such notice requirements, and such affidavit shall be filed among the official records of the Association. The proposed annual budget of Common Expenses shall be detailed and show estimated revenues and expenses, and shall show the amounts budgeted by accounts and expense classifications. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions and percentages of sharing common expenses and collected as provided in the Declaration of Condominium as set forth herein.

(a) **EXCESSIVE BUDGET:** Where the annual budget for common expenses requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, the Board of Directors, upon written application of at least ten percent (10%) of the Unit Owners received by the Association within twenty-one (21) days after the adoption of the annual budget, shall call a special meeting of the Unit Owners within sixty (60) days after adoption of the annual budget upon not less than fourteen (14) days' written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners present and voting. If there is not a quorum at this special meeting, or if a substitute budget is not adopted by the members, the annual budget previously adopted by the Board shall take effect as scheduled.

(b) In determining whether assessments exceed 115 percent of similar assessments for the prior fiscal year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or

assessments for betterments to the condominium property shall be excluded from the computation.

(c) **AMENDMENT OF BUDGET.** In the event a Budget adopted and approved in accordance herewith proves to be insufficient, the budget and Assessments with respect thereto may be amended at any time by the Board of Directors in accordance with the provisions herein.

7.4 DEPOSITORY: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

7.5 FIDELITY BONDS. The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association, as defined by the Condominium Act. Such bonding or insurance must cover the maximum funds that will be in the custody of the Association or its management company at any one time. The premiums on such bonds shall be a Common Expense.

ARTICLE 8. FINANCIAL REPORTING

8.1 FINANCIAL REPORTING. Within ninety (90) days of the end of the fiscal year or as may otherwise be required by law, the Association shall prepare and complete, or contract for the preparation of financial reports for the preceding fiscal year as required by the Condominium Act. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party contractor, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide, in a manner permitted by law, a copy of the financial report or a notice that a copy of the report will be provided without charge.

ARTICLE 9. INDEMNIFICATION

9.1 The Association shall indemnify every Director, Officer, committee member, and their heirs, executors and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director, officer, or committee member of the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be addition to, and not exclusive of, all other rights to which such Director, Officer, or committee member may be entitled.

ARTICLE 10. ASSESSMENTS

10.1 Each condominium unit shall be assessed for a proportionate share of the common expenses, maintenance and repair of structures in the leased areas, and which include the cost of operating, maintaining, and equipping the recreational facilities owned by the corporation, which shall be available to all of its members and subject to applicable rules and regulations. The amount of money to be paid shall be determined by dividing the total number of units in this condominium into the cost to establish the cost per unit and the assessment shall be made on that basis.

10.2 Assessments for the payment of common expenses shall be levied annually by the Board of Directors in the manner provided in the applicable declaration of condominium. One-fourth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh, and tenth months of each fiscal year. Special assessments may be levied by the Board of Directors in the manner provided in the Declaration of Condominium, the Bylaws, or the Florida Condominium Act.

10.3 ASSESSMENTS FOR BETTERMENTS AND RESERVES. The Board of Directors of the Association may impose assessments for betterments to the Condominium on the members and may also establish reserves.

10.4 INTEREST, LATE FEES, AND REMEDIES FOR FAILURE TO PAY ASSESSMENTS. The Association may charge any interest, late fees, collection costs, and collect attorney's fees and costs, and shall have all available enforcement remedies and lien and foreclosure rights to the fullest extent provided by the Declaration and the Condominium Act,

10.5 APPLICATION OF PAYMENTS. Any payment received by the Association must be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding Section 673.3111, *Florida Statutes*, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

10.6 ACCELERATION OF ASSESSMENT. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining installments for the fiscal year upon notice thereof to the unit owner, and thereupon, the unpaid balance of the assessment shall become due upon the date the claim of lien is filed.

ARTICLE 11. AMENDMENTS

11.1 APPROVAL REQUIRED: The bylaws may only be altered, amended or added to at any duly called meeting of the members provided that said amendment is approved by not less than a majority of the members of the Association that are present in person or proxy at a meeting at which a quorum is present.

11.2 FORMAT: Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT."

11.3 EFFECTIVE DATE: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 RULES AND REGULATIONS. The Board of Directors may adopt reasonable rules and regulations to be uniformly applied to all members governing both the details of the operation and use of the common elements and the use of a unit.

12.2 ASSOCIATION MAY ACQUIRE AND ENTER INTO AGREEMENTS. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Directors of the Association may adopt covenants and restrictions relating to the use of such facilities.

12.3 PARLIAMENTARY PROCEDURES: Roberts Rules of Order (latest edition) may be a general, non-binding guide for the conduct of the Association's Board or Members' meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these Bylaws. Notwithstanding the foregoing, alternative, less formal parliamentary procedures may be utilized at Board or Members' meetings, provided the procedures allow the meeting to be conducted in a reasonable and efficient manner. All rulings on parliamentary questions shall be made by the chairperson of the meeting. Technical violations of the procedural aspects of the parliamentary rules or procedures shall not void or invalidate action taken by the Board or membership where the particular item of consideration received the requisite approval of the body authorized to vote on the item.

12.4 SEVERABILITY. If any of the provisions of these Bylaws, or any section, clause, phrase, word, or the application thereof, or in any circumstance, is held invalid, the validity of the remainder of the Bylaws, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

12.5 GENDER NEUTRAL LANGUAGE; SINGULAR/PLURAL. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

12.6 HEADINGS AND CAPTIONS. The captions used in these Bylaws are inserted solely as a matter of convenience and shall not be relied upon/or used in construing the effect or meaning of any of the text.

12.7 ARBITRATION: Mandatory non-binding arbitration of disputes as defined by the Condominium Act shall be in accordance with and pursuant to the provisions of Section 718.1255, Florida Statutes, as it is amended from time to time, and the rules of procedure promulgated thereunder by the Florida Division of Condominiums, Time Shares, and Mobile Homes.