

King's Gate Association, Inc.

AMENDED AND RESTATED BYLAWS

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AMENDED AND RESTATED

**BYLAWS
OF**

King's Gate Association, Inc.

[Substantial rewording of Bylaws. See existing Bylaws for present text.]

1. IDENTITY.

1.1 Name of Corporation. The name of this corporation shall be **KING'S GATE ASSOCIATION, INC.** (herein, the "Association").

1.2 Purposes. This Association is organized for the purpose of being a condominium association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of the Condominium established upon the real property in Sarasota, Florida, as more particularly described in the Declaration of Condominium (herein, the "Declaration") for **KING'S GATE, A CONDOMINIUM** (herein, the "Condominium"). The original Declaration of Condominium of **KING'S GATE, A CONDOMINIUM** was recorded at Official Records Book 2929, Page 2238 et seq. of the Public Records of Sarasota County, Florida. The purposes of this Association shall include the exercise of all powers granted to it as a corporation under the laws of Florida, these Bylaws, the Articles of Incorporation and the Declaration and further to exercise all powers granted to a condominium association under the Condominium Act.

1.3 Principal Office. The principal office of the Association shall be located at 1500 King's Way Drive, Nokomis, Florida 34275. The address of the principal office may be changed from time to time by the Board of Directors as it determines appropriate.

1.4 Fiscal Year. The fiscal year of the Association is the calendar year, unless otherwise determined by the Board of Directors.

15 Corporate Seal. The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Association, the word "Florida," the year of establishment (1974), and must identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal; however, a seal is not required to validate corporate actions unless otherwise specifically required by law.

2. MEMBERS' MEETINGS.

2.1 Annual Meeting. The annual Members' meeting shall be held at the Activity Room of the Association at 1:00 P.M. E.S.T. on the 2nd or 3rd Monday of March of each year. The purposes of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Members as may come before the meeting. If the day is a national holiday, the annual Members' meeting shall be held at the same hour and location on the next day that is not a legal holiday.

2.2 Special Meetings. Special meetings of the Members may be called by the President, the Vice President or a majority of the Board of Directors. The Association shall also call a special membership meeting upon receipt of a written petition requesting it do so signed by one-third (1/3) of the voting interests eligible to vote at the membership meeting. A special membership meeting for the sole purpose of recalling one or more Directors may be called by a written petition signed by at least ten percent (10%) of the voting interests of the Association. The Members calling a special membership meeting to recall one or more Directors shall call the membership meeting pursuant to Section 718.112(2), Florida Statutes. The meeting notice shall specifically state the purpose of the special membership meeting. Business to be transacted at all special membership meetings shall be confined to the objects and the action to be taken as stated in the notice of the meeting.

2.3 Place of Meetings. The Association designates the Activity Room as the place of meeting for any annual or special membership meeting. For good cause, the Association's Board of Directors may designate another place located within Sarasota County, Florida that is located within forty-five (45) miles of the Condominium as the place of meeting.

2.4 Notice of Meetings. Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be mailed, emailed or hand-delivered to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officer or person calling the meeting. The Association shall also post in a conspicuous place on the Condominium Property the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Association, with postage thereon prepaid. The attendance of any Member or the Member's authorized representative shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Members may attend membership meetings in person or by proxy. Members may not, however, attend or participate at membership meetings by telephone conference call, speaker-phone or other similar means.

2.5 Electronic Transmission and Broadcast Notice. Notwithstanding any other provision herein, notice of meetings of the Board of Directors, membership meetings (except membership meetings to recall directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Condominium Property. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this Article. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

2.6 Written Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Member action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

2.7 Quorum. The Members, present in person or by proxy, holding at least a majority the eligible voting interests of the entire membership which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Members or if insufficient voting interests are represented to approve a proposed item of Association business, a majority of the voting interests present (in person or by proxy) may adjourn the meeting from time to time to a future date.

2.8 Proxies. Votes may be cast in person or by written proxy substantially complying with the Condominium Act. Only Unit Owners or their spouses may be delegated to hold proxies if in attendance. The Board may designate officers or agents of the Association (including but not limited to legal counsel or the Association's manager) to serve as proxy holder. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Proxies in no event shall be used in electing the Directors. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy 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 UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** An executed original, photocopy, photo-static, facsimile, electronic scan or equivalent reproduction of a signed proxy appearing to have been transmitted by the proxy-giver, is a legally sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the eligible voting interests present in person or by proxy shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, the Bylaws or such statute shall control.

2.10 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by a corporation, any officer may vote on behalf of said corporation. If a Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee or beneficiary of a trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

2.11 Suspension of Delinquent Owner Voting Rights. The Association may suspend the voting rights of a Unit or Member due to nonpayment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or Member which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Chapter 718, Florida Statutes or pursuant to the Declaration, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The suspension must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Unit Owner in writing of the suspension of the Unit's voting rights.

2.12 Order of Business. The order of business at annual Members' meetings, and as far as practical at other members' meetings, will be:

- A. Call to Order;
- B. Appointment of Chairman (at the discretion of the President, appointment of a chairman of the meeting (who need not be a member);
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

Such order may be waived, in whole or in part, at the discretion of the President or the chairman.

3. BOARD OF DIRECTORS.

3.1 General Powers. The affairs and operation of the Association shall be managed by its Board of Directors. Said Board shall have and execute all powers necessary to accomplish its duties and obligations relative to the Association and the Condominium. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its officers, agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Board may delegate its authority to its officers, agents, contractors or employees, except where prohibited by law.

3.2 Number and Term. The Association shall be governed by a Board of Directors composed of five (5) Directors. Directors shall be elected to serve two (2) year staggered terms of office so that three (3) Directors are elected in odd years and two (2) Directors are elected in even years. Each elected Director shall (barring resignation, disqualification or death) hold office until the expiration of the Director's term and until the Director's successor shall have been elected and qualified.

3.3 Director Qualifications. A Director must be a natural person. All Directors must be the Owner of a Condominium Unit or the spouse of a Unit Owner. In the event a Director becomes ninety (90) days delinquent in the payment of regular or special assessments, such Director will no longer qualify to serve on the Board and will be deemed to have automatically abandoned his/her position as a Director. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years as of the date of election, are not eligible to serve on the Board. When a Unit is owned by a corporation, a partnership, LLC or similar entity, the primary occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the primary occupant shall be eligible for Board membership. A grantor of a revocable trust or a trust beneficiary who resides in the Unit and the spouses of such persons, shall be considered eligible for Board membership. A person who is more than ninety (90) days delinquent in paying their assessments is not eligible to serve as a Director. Any person who has been suspended or removed from serving as a Director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a Director.

3.4 Director Election. The election of Directors shall take place concurrent with the annual membership meeting, in the manner provided in the Condominium Act and as follows:

3.4.1 Not less than sixty (60) days before a scheduled election, the Association shall email, mail or deliver to each Unit Owner entitled to vote, a **first notice of the date of the election**. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall email, mail or deliver a **second notice of the meeting** to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon request of a Director candidate, the Association shall include with the second notice all Director's candidate information sheets, not larger than 8 ½ inches by 11 inches, timely furnished by the candidate to the Association not less than thirty-five (35) days before the election. The costs of transmitting and copying of the Director candidate information sheets shall be paid by the Association as a common expense.

3.4.2 Written ballots will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid. Any Unit Owner who violates this provision may be fined by the Association.

3.4.3 If more persons are nominated than there are vacancies to be filled, the election shall be by ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

3.4.4 There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of Directors. In the event that there are only as many or fewer Director candidates for election as there are open seats on the Board, no election shall be held and the existing Director candidates shall automatically become members of the Board of Directors after the annual membership meeting. The Board may establish additional election rules or procedures as it deems appropriate to better ensure a fair election process. Substantial compliance with these Bylaws, the Condominium Act and such Board adopted rules, all as subsequently amended from time to time, is sufficient for a valid election.

3.5 Organizational Board Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held immediately after the annual membership meeting, if practicable, but in any event not later than ten (10) days after the election at such date, place and time as shall be fixed by the Board of Directors. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual membership meeting.

3.6 Notice of Board Meetings. Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of Board meetings shall be given to each Director personally or by mail, email, telephone, facsimile transmission or telegraph, and posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of the Unit Owners, prior to the day named for such meetings, except as in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting.

3.7 Director Attendance at Board Meetings. A Director may attend a Board meeting via electronic/technical means (such as Skype) or via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors attending by telephone may be heard by all persons attending the meeting in person. Any Director so attending a Board meeting may be counted toward obtaining a quorum and may vote by electronic means or telephone.

3.8 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

3.9 Special Notice of Certain Board Meetings. In addition to the notice required by Article 3.6 herein, the Association shall email, mail or deliver a notice to the Unit Owners and post it conspicuously on the Condominium Property not less than fourteen (14) days in advance of any Board meeting to discuss, adopt or amend the annual budget, consider the levy of a non-emergency special assessment, a proposed rule regarding Unit use, or where the Board will establish insurance deductibles. Notice of any meeting in which regular or special assessments against Unit Owners are to be considered for any reasons shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such assessments.

3.10 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present, shall be open to all Unit Owners, except as otherwise provided by law. Unit Owners shall not designate third persons, through power of attorney or otherwise, to attend Board meetings, unless agreed to by the Board in advance. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by a Board resolution, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Notwithstanding any other provision, the requirement that Board meetings and committee meetings be open to the Unit Owners does not apply to: (1) meetings between the Board or a committee and the Association's attorney, with respect to proposed or pending litigation, if the meeting is for the purpose of seeking or rendering legal advice; or (2) Board meetings held for the purpose of discussing personnel matters.

3.11 Quorum. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested, in writing or via email, by a Director. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.12 Voting. A Director who is present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers.

3.13 Joinder and Waiver. A Director may submit in writing his agreement or disagreement with any action taken at a Board meeting that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a Board meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

3.14 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by Members (which vacancies shall be filled in the manner provided in the Condominium Act), vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors (even if less than a quorum) to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or officer who is more than ninety (90) days delinquent in the payment of assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

3.15 Presiding Officer. The chairperson at all Board meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate another person to preside.

3.16 Order of Business. The order of business at Board of Directors' meetings shall be, to the extent applicable:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Unfinished business;
- G. New business;
- H. Adjournment.

Such order may be waived, in whole or in part, at the discretion of the President or the chairman.

3.17 Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the laws of Florida generally, the Florida Not For Profit Corporation Act, the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, all as amended from time to time, shall be exercised exclusively by the Board of Directors, subject only to approval by Unit Owners when such is specifically required by law or the Condominium Documents. The Board may delegate its authority to its agents, contractors, managers or employees, except where prohibited by law.

3.18 Removal and Recall. Directors may be removed or recalled from office with or without cause by an affirmative vote of a majority of the voting interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the voting interests, in the manner provided in the Condominium Act. A special meeting of the Members to recall a Director or Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of any assessments for more than ninety (90) days shall automatically be removed as a Director.

3.19 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

3.20 Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Unit Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

3.21 Resignation. A Director or officer may resign at any time by delivering written or emailed notice to the Board of Directors, the Association President or the Association Secretary. A resignation is effective when the notice is received by the Association, unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

3.22 Compensation. Directors shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in service to the Association.

4. OFFICERS.

4.1 Executive Officers. The executive officers of the Association shall be a President (who shall be a Director), one or more Vice Presidents (who shall be a Director), a Secretary, an Assistant Secretary and a Treasurer – each of whom shall be elected annually by the Board of Directors. The Board of Directors may also elect or appoint such other officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any person may hold two (2) or more offices, except the President shall not also hold the office of Secretary or Assistant Secretary.

4.2 Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly-noticed meeting of the Board of Directors. Each officer shall hold office (barring resignation, disqualification, or death) until his successors shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

4.3 Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, as they existed during the time that the person was an officer.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. The President may appoint a temporary officer until the next Board of Directors' meeting.

4.5 President. The President shall be the chief executive officer of the Association and shall in general supervise all of the business and affairs of the Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association. The President shall appoint people to committees from among the Members. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 Vice President. In the absence or disability of the President, the Vice President shall perform the duties of the President successively, in the order designated, shall exercise the powers and perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also assist the President generally and perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

4.7 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall be the custodian of the corporate records and of the Corporate Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provisions of these Bylaws. The Secretary shall keep and maintain a roster of the mailing address of each Member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

4.8 Treasurer. The Treasurer shall have charge and oversee the proper custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the financial records of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

4.9 Compensation. Officers of the Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred.

5. COMMITTEES.

5.1 Executive Committee. The Board of Directors, by resolution adopted by a majority of the Directors in office, may (but is not required to) designate an executive committee which may consist of not less than two (2) Directors, which executive committee, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the management of the Association; however, the creation of such executive committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

5.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a Board meeting at which a quorum is present.

5.3 Term of Office. Each member of a committee shall continue as such until the next annual membership meeting and until the Member's successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

5.4 Chairman. One member of each committee shall be appointed chairman of the committee by the Board of Directors.

5.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

5.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

5.7 Rules. Except for meetings of committees to take final action on behalf of the Board or to make recommendations to the Board of Directors regarding the Association's annual budget, all committees are exempt from the procedural and other requirements of the Condominium Act and these Bylaws. Each committee may adopt rules for its own government not inconsistent with rules adopted by the Board of Directors for such committees.

6. FISCAL MANAGEMENT.

6.1 Budget. The annual budget shall be adopted by the Board. A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these Bylaws. The proposed budget shall include reserves pursuant to Section 718.112(2)(f)2, Florida Statutes, as amended from time to time, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds 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 at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 6.2 hereof. If an annual budget has not been timely adopted, it shall be presumed that the amount of such installment is the same as the last installment, and installments shall be continued at such rate until an annual budget is adopted and new assessment installments are calculated, at which time an appropriate adjustment shall be made.

6.2 Transmittal of Budget. A copy of the proposed annual budget shall be mailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the annual budget will be adopted or amended together with a notice of the Board meeting.

6.3 Assessments. The annual shares of the Unit Owners of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent fifteen (15) days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of Common Expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

6.4 Special Assessments. Special assessments may be levied by the Board of Directors as needed to pay Common Expenses, and the time of payment shall likewise be determined by it. Notice of the Board meeting at which such special assessments shall be considered shall be posted and mailed to each Unit Owner as provided in Article 3.9 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future annual or special assessments or transferred to reserves.

6.5 Assessment Roll. The assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners or their authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

6.6 Liability for Assessments and Charges. A Unit Owner shall be liable for all assessments and charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed in lieu of foreclosure, such first mortgagee shall only be liable for such Unit's assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in the Florida Condominium Act, as amended from time to time.

6.7 Liens for Assessments. The Association shall have a continuing lien on the Unit for its unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals.

6.8 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

6.9 Collection — Interest; Administrative Late Fee; Application of Payments.

Assessments or charges paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incurred, and then to the assessment itself. Except as otherwise provided in the Florida Condominium Act, no claim of lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the owner pursuant to Section 718.121(4), Florida Statutes, as amended from time to time.

6.10 Collection — Suit and Rental Income. The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units and may withhold approval for the sale, lease, or other transfer of a Unit, or any interests therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full.

6.11 Accounts. All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

6.12 Association Depository. The depository of the Association shall be financial institutions which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors and the monies of the Association shall be deposited not to exceed the amount of insurance available for any such account. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors. Nothing herein shall restrict the Board from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed. Principal of Association funds, whether reserves or operating funds, shall not be placed at risk for investment purposes.

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

6.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.111(11)(h), Florida Statutes, as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Vice-President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

6.15 Suspension of Use Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of a Unit Owner and such Unit Owner's occupant, licensee, tenant, guest or invitee to use the Common Elements, Common Facilities or any other Association Property. A suspension may not be levied until after providing fourteen (14) days written notice and an opportunity for a hearing to the Unit Owner and the violating party, as may be applicable. The notice and hearing requirements hereunder shall be pursuant to the provisions of Article 10 of these Bylaws.

6.16 Suspension of Voting Rights. In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of a Unit Owner. Such a suspension ends upon full payment of all obligations currently due or overdue the Association.

6.17 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.18 Checks, Drafts, Etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President or Vice President and countersigned by the Treasurer or Secretary of the Association.

6.19 Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

6.20 Financial Reports. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of a financial report of the Association's accounts for the preceding fiscal year, pursuant to the provisions of the Condominium Act. Within twenty-one (21) days after the financial report is completed by the Association or received from the third party preparing the report, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the report is available upon request at no charge to the Member.

6.21 Competitive Bids. Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds five percent (5%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. This Article shall not limit the ability of an Association to obtain needed products and services in an emergency and this Article shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 718.3026(2), Florida Statutes shall apply.

6.22 Official Records. The official records of the Association shall be available for the inspection and copying of the Association's Unit Owners and their designated representatives in the manner provided in Section 718.111(12), Florida Statutes. The Association's Board of Directors may adopt reasonable rules regulating such inspection and copying.

6.23 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

7. RULES. The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the Condominium Property, the Units, Limited Common Elements and the Common Elements, and such other rules. Such rules shall not be inconsistent with the Condominium Act, the Declaration of Condominium, Articles of Incorporation or Bylaws. However, if at least one-third (1/3rd) of the Association's voting interests sign and submit a written petition to the Association's Board of Directors challenging a Board adopted rule, the President, or in his or her absence, the Vice President, will call and convene a special membership meeting within sixty (60) days of the Association's receipt of the petition. At the special membership meeting, the Board adopted rule will be rescinded upon the affirmative vote of at least fifty-one percent (51%) of the Association's total voting interests. If a quorum is not obtained or if less than fifty-one percent (51%) of the Association's voting interests vote to rescind the rule, then the Board adopted rule will remain in effect.

8. FINES. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or the Owner's guests, relatives or lessees, in the manner provided herein.

8.1 Amount. Each fine shall be in an amount determined in each instance as provided in Article 8.2 below, not to exceed \$100.00, provided that a fine for a continuing violation may be in an amount up to \$100.00 for each day thereof not to exceed \$1,000.00, unless otherwise provided by law.

8.2 Procedure. Prior to levying any fine, the Association shall provide notice to the violator and Owner of the Unit, by personal delivery or by either regular or certified mail, which notice shall include the following.

8.2.1 A statement of the provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws or Association Rules which are alleged to have been violated;

8.2.2 A short, plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine may be imposed, as best as can be reasonably determined.

8.2.3 A statement that the violator and the Unit Owner will be provided an opportunity for a hearing before the Fining Committee, which is comprised of not less than three (3) other Unit Owners, appointed by the Board of Directors, in the event such a request is received by the Association not later than fourteen (14) days after receipt of the notice if by personal delivery or by certified mail or not later than twenty (20) days after the mailing of the notice if by regular mail. Directors and persons residing in a Director's household cannot serve on the Fining Committee.

8.2.4 A statement of the name and address of the person to whom the Unit Owner may request a hearing.

8.2.5 The time, date and place on and at which the hearing shall be held, in the event it is timely requested.

8.2.6 A statement that the violator and the Unit Owner shall, if a hearing is timely requested, have an opportunity at such hearing to respond to the alleged violation, present evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material considered by the Association.

8.2.7 A statement regarding the right of the violator and Unit Owner to admit the violation and promise not to repeat the violation and thus avoid further enforcement action pursuant to Article 10.5 herein.

8.3 Hearing. In the event a hearing is requested and therefore held, the Committee shall consider all evidence and testimony presented at the hearing, prior to levying the fine. Whether or not a hearing is requested and held, the Committee shall determine the amount of the fine, if any, which shall be levied, consistent with Article 8.2, above. The Committee's determination shall be transmitted to the Board of Directors, which shall formally approve and levy any fine provided by that determination. After a fine is levied, the Association shall provide a demand for payment to the violator and the Unit Owner.

8.4 Failure to Pay. The Owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the Owner's tenant, invitee, occupant, licensee, guest or visitor. If not paid within fifteen (15) days, a fine shall accrue interest at the highest rate allowed by law (currently 18%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the Owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levying or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. Any partial payments received by the Association shall first be applied against accrued interest, late fees, then attorney's fees and costs, then the unpaid fine(s). A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

8.5 First Time Violations. In lieu of requesting a hearing, the Unit Owner may respond in writing to the Association within fourteen (14) days of receiving the notice if by personal delivery or by certified mail or not later than twenty (20) days if by regular mail by admitting that the violation or violations occurred as alleged and promising that the violation or violations will hence forth cease and never recur. Such admission procedure shall be available to an Owner only once during the person's ownership of a condominium Unit and not once per violation of each rule or restriction. Such written admission and promise, if kept, shall terminate any further enforcement action by the Association with regard to the specific violation and no fine shall be levied by the Association. The Owner may be notified of this first time violation procedure in the original notice of violation.

8.6 Waiver. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce the rules and restrictions including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of the Article.

9. AMENDMENTS TO BYLAWS

9.1 Proposal. Amendments to the Bylaws may be proposed either by the President, a majority of the Board of Directors or by at least thirty percent (30%) of the Association's voting interests who call a special membership meeting of the Association in the manner provided in the Bylaws.

9.2 Adoption. Except as elsewhere provided, approval of a proposed amendment to these Bylaws must be by the affirmative vote of two-thirds (2/3) of the Association's total voting interests voting in person or by proxy at a membership meeting at which a quorum is present called in whole or in part for that purpose.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the appropriate 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.

9.4 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. Additionally, a majority of the Board of Directors may approve a Bylaws amendment if necessary, in the Board's sole opinion, to correct errors, omissions or scrivener's errors.

9.5 Proviso. Provided, however, that no amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or change the Owner's share of the Common Expenses or Common Surplus, unless the record Owner of the affected Unit and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

10. ROBERT'S RULES OF ORDER. Robert's Rules of Order (latest edition) shall be used as a guide in the conduct of membership meetings, Board meetings, and committee meetings to encourage fairness, impartiality, and respect for minority view without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board of Directors from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third person, as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved disputes between the Board and one or more Unit Owners as defined in Section 718.1255(1), Florida Statutes, as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

11.2 Unit Owner Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board is only be obligated to respond to one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given to the Directors prior to the institution of litigation, (including but not limited to arbitration) and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and

Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

- (i) Declaration of Condominium;
- (ii) Articles of Incorporation;
- (iii) Bylaws; and
- (iv) Rules and Regulations

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.4 Definitions and Interpretation. The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the rules of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.