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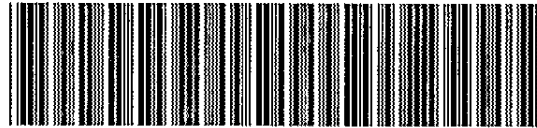
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TALLAHASSEE, FLORIDA

merger re
T. Lewis 4/10/03

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March 31, 2003

Florida Division of Corporations
Attn: Amendment Section
PO Box 6327
Tallahassee, FL 32314

Re: Filing Articles of Merger for Stoneybrook Clubside South Association, Inc.

Dear Division folks:

Enclosed for filing are the following items:

1. Original executed Articles of Merger, with attached Plan of Merger, including numbered Exhibits 1, 2, and 3. Please note that Amended and Restated Articles of Incorporation were adopted as part of the Plan or Merger. The Amended and Restated Articles of Incorporation are attached as Exhibit 2 to the Plan of Merger, and have been executed in case necessary.

2. Check for \$157.50 payable to the Florida Department of State.

The check includes payment for the following items:

1. The merger fee of \$35 for each of the 4 corporations. (\$140.00).
2. \$8.75 for a Certificate of Status for the surviving corporation.
3. \$8.75 for a certified copy of the Articles of Merger.

I understand no additional fee is necessary to file the Amended and Restated Articles of Incorporation since filed as an exhibit to the Plan of Merger.

For your information, the amendments attached as Exhibit 1 to the Plan of Merger have been recorded with Sarasota County. Therefore, under paragraph 9 of the Plan of Merger, the effective date of the merger will be the date that the enclosed documents are filed with your department.

Please contact me if you have questions or need additional information.

Very truly yours,



Chad M. McClenathen

cc: Stoneybrook Clubside South Association, Inc., without enclosures.

ARTICLES OF MERGER
Merger Sheet

MERGING:

STONEBROOK CLUBSIDE SOUTH ASSOCIATION I, INC., a Florida entity,
N95000000328

STONEBROOK CLUBSIDE SOUTH ASSOCIATION II, INC., a Florida entity,
N95000000317

STONEBROOK CLUBSIDE SOUTH ASSOCIATION III, INC., a Florida entity,
N95000000332

INTO

STONEBROOK CLUBSIDE SOUTH COMMONS ASSOCIATION, INC. which
changed its name to

STONEBROOK CLUBSIDE SOUTH ASSOCIATION, INC., a Florida entity,
N95000000334

File date: April 3, 2003

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

1. The undersigned corporations, being validly and legally formed under the laws of the state of Florida, have adopted a Plan of Merger. The Plan of Merger is attached as Exhibit "A" to these Articles of Merger.

2. Under the Plan of Merger, the name of the surviving corporation is **Stoneybrook Clubside South Commons Association, Inc.**, n/k/a **Stoneybrook Clubside South Association, Inc.**, a Florida corporation not for profit.

3. The Plan of Merger of the undersigned corporations was adopted under F.S. 617.1103.

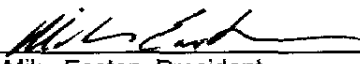
4. The Plan of Merger shall become effective as provided in Paragraph 9 thereof.

5. The Articles of Incorporation of the surviving corporation are being amended and restated as permitted in F.S. 617.1007 and 617.1101(2)(c). The Amended and Restated Articles of Incorporation are attached as Exhibit 2 to the Plan of Merger.

6. These Articles of Merger, and the exhibits hereto, were approved by not less than two-thirds of the members of each corporation participating at meetings of the corporations, which vote also satisfied the requirement that not less than a majority of the total voting interests of all the members of each corporation approve the amendments; by unanimous vote of the Board of Directors of the Surviving Corporation; and by unanimous vote of the Board of Directors of each Merging Corporation; at duly noticed and convened meetings held on November 25, 2002 and March 14, 2003. The number of votes cast in favor of the adoption of the amendments was sufficient for approval under the terms of the Articles of Incorporation of the corporations, and applicable law.

The statements set forth in these Articles of Merger are true and correct and are certified as such on this 20 day of March, 2003.

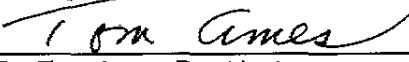
Stoneybrook Clubside South Commons Association, Inc.
n/k/a Stoneybrook Clubside South Association, Inc.


By: Mike Easton, President

Stoneybrook Clubside South Association I, Inc.


By: Don Miller, President

Stoneybrook Clubside South Association II, Inc.


By: Tom Ames, President

Stoneybrook Clubside South Association III, Inc.


By: Mike Easton, President

FILED
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CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

PLAN OF MERGER

This Plan of Merger is by and between **Stoneybrook Clubside South Commons Association, Inc.**, a Florida corporation not for profit (the "Surviving Corporation") and the following corporations (the "Merging Corporations"):

- **Stoneybrook Clubside South Association I, Inc.**, a Florida corporation not for profit.
- **Stoneybrook Clubside South Association II, Inc.**, a Florida corporation not for profit.
- **Stoneybrook Clubside South Association III, Inc.**, a Florida corporation not for profit.

The Surviving Corporation and the Merging Corporation are sometimes referred to collectively herein as the "Constituent Corporations."

1. Constituent Corporations. The Constituent Corporations are Florida corporations not for profit, organized on a nonstock basis, and are in good standing with the Division of Corporations.

2. Condominium Property. The Constituent Corporations are in charge of the operation and control of the Stoneybrook Clubside South community located in Sarasota County, Florida, as more particularly described below:

A. The Surviving Corporation acts as a master association for the entire Stoneybrook Clubside South community, and owns and operates common property, in accordance with the Declaration of Covenants for Stoneybrook Clubside South Commons as recorded in Official Records Book 2782, Page 1115, et seq., Public Records of Sarasota County, Florida, as amended (Commons Declaration).

B. The Merging Corporations are in charge of the operation and control of 90 residential condominium units pursuant to the following documents (Condominium Declarations):

a. Declaration of Condominium for Stoneybrook Clubside South Condominium I as recorded in Official Records Book 2782, Page 1150, et seq., Public Records of Sarasota County, Florida, as amended.

b. Declaration of Condominium for Stoneybrook Clubside South Condominium II as recorded in Official Records Book 2782, Page 1207, et seq., Public Records of Sarasota County, Florida, as amended.

c. Declaration of Condominium for Stoneybrook Clubside South Condominium III as recorded in Official Records Book 2816, Page 2112, et seq., Public Records of Sarasota County, Florida, as amended.

The three condominiums are not being merged. Amendments to each of Condominium Declarations, and the Commons Declaration, shall be adopted as part of this Plan of Merger as set forth in the proposed amendments attached hereto as Composite Exhibit 1.

3. Surviving Corporation. The Surviving Corporation shall continue to serve as a commons association for the entire Stoneybrook Clubside South community, and shall become the condominium association that operates the three condominiums described in the Condominium Declarations.

4. Principal Office. The principal office of Surviving Corporation shall be c/o Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202.

5. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached hereto as Exhibit 2, which shall be adopted as part of this Plan of Merger.

6. Bylaws. The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws attached hereto as Exhibit 3, which shall be adopted as part of this Plan of Merger.

7. Directors and Officers. The initial directors of the Surviving Corporation shall be composed of seven (7) members who shall be elected by plurality vote of the unit owners who are present in person or by proxy at the meeting at which this Plan of Merger is adopted. The eligibility to serve as a director, nomination and election procedures, and terms of the newly elected directors shall be as set forth in Section 5 of the Amended and Restated Bylaws attached as Exhibit 3 hereto.

8. Approval by Members. This Plan of Merger is subject to approval by not less than two-thirds of Board of Directors of the Surviving Corporation, by not less than majority vote of the Board of Directors of each Merging Corporation, and by not less than two-thirds of the unit owners in each Condominium who are represented in person or by proxy at a duly noticed and convened membership meeting, but in no event by less than a majority of the units owners in each Condominium (at least 16 of the 30 owners in each Condominium). Upon approval, the officers of the Surviving Corporation are authorized and directed to file Articles of Merger, with a copy of this Plan of Merger, with the Division of Corporations and to file all appropriate amendments to the Commons Declaration, and the Articles of Incorporation and Bylaws of the Surviving Corporation, in the Public Records of Sarasota County, Florida. The officers of the Merging Corporations are authorized and directed to file the attached amendments to the Condominium Declarations. The officers of the Surviving Corporation shall join in the amendments to the Condominium Declarations to accept responsibility to act as the condominium association for those condominiums as set forth in this Plan of Merger. All the aforesaid amendments shall be filed on the same day and at the same time with the Clerk of Court for Sarasota County.

9. Effective Date of Merger. This merger shall become effective on the last to occur of the following dates:

- a. The date the Articles of Merger are filed in the offices of the Florida Secretary of State, or
- b. The date the amendments attached to the Plan of Merger are recorded in the Public Records of Sarasota County, Florida, or
- c. March 31, 2003.

10. Effect of Merger. When the merger becomes effective, the separate existence of the Merging Corporations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, causes of action, and interests of any kind whatsoever of the Merging Corporations, including all real property owned by the Merging Corporations as reflected by instruments filed in the Public Records of Sarasota County, Florida, shall become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens on the property of the Merging Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Merging Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF COVENANTS
FOR STONEYBROOK CLUBSIDE SOUTH COMMONS**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....
1. Definitions

.....
~~1.2 "Association" means any and all condominium or other community associations operating residential developments within the Stoneybrook Clubside South Complex.~~

.....
1.5 "Commons Association", or the "Corporation", or the "Association", means Stoneybrook Clubside South Commons Association, Inc., a Florida corporation not for profit, and its successors and assigns.

.....
~~1.12 "Member" or "Member Association" means any or all of the Associations referred to in Section 9.4 below.~~

1.13 "Owner" or "Member" means the record owner of legal title to any unit located within the Stoneybrook Clubside South Complex.

.....
Note: The subsections of Section 1 shall be renumbered as necessary to continue a system of sequential numbering given the deletion of two subsections per the above amendments.

.....
2. General Provisions; Covenants; Restrictions and Reservations Run with Land.

.....
2.1 Right to Use Common Area. The right to use the Common Areas shall be appurtenant to and shall run with membership in the a Member Association, subject to this Declaration and the rules and regulations of the Commons Association.

.....
2.3 Members' Rights and Easements.

(A) ~~Every member of a Member Association which is a Member~~ of the Commons Association shall have a non-exclusive right and easement of enjoyment and use in and to the Common Areas. The right and easement shall be appurtenant to and shall pass with title to every unit, subject to any limitation set forth in this Declaration, including without limitation:

Commons Declaration

.....

2.4 Delegation of Rights. A ~~member of an Association which is a Member~~ of the Commons Association may temporarily delegate his right of use in and to the Common Areas to his non-resident guests (if the guests are accompanied by a member) or to tenants who reside in the Living Unit of the unit owner, but only to the extent and subject to conditions, limitations, and restrictions as may be provided for in the Bylaws and the Commons Association rules and regulations. Every unit owner shall be financially and legally responsible for the actions of any person to whom the unit owner has delegated his right to use the Commons Area.

2.5 Conveyance and Use.

- (A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Commons Association as Commons Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of ~~members of the Associations which are Members~~ of the Commons Association.

.....

.....

3. Use Restrictions. The following restrictions, in addition to the rules and regulations hereafter promulgated by the Board of Directors, shall govern the use of the Common Areas and the conduct of the users.

3.1 Compliance with Laws: Nuisances. The use of the Common Areas shall be consistent with existing law, the Commons Documents, and the governing documents of the three Condominiums comprising the Stoneybrook Clubside South Complex~~Member Associations~~.

.....

3.4 Pets. No animals or pets are allowed on the Common Areas except to the extent permitted by the respective Declarations of Condominium or other governing documents of each Condominium~~Member Association~~.....

.....

3.7 Alterations of Common Areas. No ~~Member Association or its respective unit owners or other occupants or guests~~ shall make any alteration or improvement of Common Areas, except as authorized, in writing, by the majority of the Board of Directors.

.....

3.12 Signs; Advertisements. No ~~Member or its respective Owners or other occupants or guests~~ shall post advertisements, signs or posters of any kind in or on the Commons Areas, except as authorized, in writing, by the Board of Directors.

.....

4. Easements.

4.1 Utility and Other Easements.

.....

Commons Declaration

(C) Declarant and the Commons Association hereby grant and declare that an easement is created and reserved over, across and upon the Commons Areas to and for the benefit of the owner of any Member Association and Living Units for and to the extent that any structure or building or appurtenance thereto, such as, but not limited to, sidewalks or staircases, ~~constructed upon Association Property~~ encroaches upon any properties of the Commons Association.....

.....

5. Association. The operation of the Commons Areas is by Stoneybrook Clubside South Commons Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

5.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "F-31".

5.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "F-42", as they may be amended from time to time.

.....

5.4 Membership. The members of the Commons Association shall be the ~~Florida non-profit corporations ("Associations") which are actually created for the purpose of operating residential condominiums or other residential development within the Stoneybrook Clubside South Complex. The Owners of the individual Living Units are not members. If any member Association is voluntarily dissolved (except incident to a merger with the Commons Association), that Member Association's right to membership shall be transferred to another corporation, or to a trustee, which shall have and exercise such Association's membership rights, obligations, and privileges as long as the Commons Association exists.~~

.....

6. Assessments and Fees.

6.1 Method of Establishing Assessments. In accordance with ~~Section 6.5 of the Bylaws~~, before the first day of December each year, the Board of Directors shall consider and adopt an annual operating budget sufficient to enable the Corporation to perform its functions for the ensuing year. Directors shall assess against each Member an equal share of the budget (1/90th) ~~Association its proportionate share of the budget, such proportionate share being determined by the ratio which the number of dwelling units operated by the particular Member bears to the total number of living units in the Stoneybrook Clubside South Complex. However, during the period of Developer control, the total number of living units in the Stoneybrook Clubside South Complex shall be presumed to be ninety (90). Each Member Association's share shall, as provided in the Declaration of Condominium other governing documents pertaining to such Member, become part of the common expenses of the Member Association.~~

6.2 Payment of Annual Assessments. Annual assessments shall be billed to each Member Association in quarterly installments, payable in advance on the tenth (10th) day of January, April, July and October of each year.

6.3 ~~Limitation of Changes in Assessments. The Board of Directors may not increase a member Association's annual assessments by more than twenty percent (20%) over and above the respective members annual assessment for the preceding year without the unanimous approval of the Board of Directors of the Association.~~

Note: Section 6.4 shall be renumbered as Section 6.3, and Section 6.5, pertaining to the obsolete subsidy of corporate expenses during the period of Developer control of the Association, shall be deleted.

Commons Declaration

7. Insurance: Reconstruction After Casualty.

7.1 Required Coverage. The Board of Directors shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Common Areas shall be the Commons Association, individually and as agent for each Member ~~and their respective unit owners~~ without naming them.

(A) Liability Insurance. Public liability insurance covering all of the Common Areas and insuring the Corporation, and the Members, ~~and their respective unit owners~~ as their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be one million dollars.

7.3 Corporation as Agent. The Corporation is irrevocably appointed agent for each Member, ~~the respective unit owners~~, and for each holder of a mortgage or other lien upon a dwelling unit, and for each owner of any other interest in the Corporation property to adjust all claims arising under the insurance policies purchased by the Corporation and to execute and deliver releases for payments of claims.

7.4 Other Property. Each Member ~~and their respective unit owners~~ shall obtain insurance coverage at their own expense upon their own property and for their own personal liability and living expense.

8. Covenant and Rule Enforcement; Dispute Resolution. The Commons Association has the power to enforce all covenants, conditions and restrictions set forth in this Declaration, and to promulgate and enforce administrative rules and regulations governing the use of the Common Areas. Enforcement actions for damages, or for injunctive relief, or both, may be brought by any Member, ~~the Declarant~~, or the Commons Association against:

- (A) The Commons Association
- (B) The Owner of a Unit
- (C) Any occupant of a Unit
- (D) ~~Any Member which fails to make a reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of the Declaration or the Association's own governing documents, where such failure has a material, adverse impact on the appearance of the Stoneybrook Clubside South Complex or the operation of the Commons Association.~~

~~The enforcement of covenants, conditions and restrictions and agreements applicable to the specific developments within the Stoneybrook Clubside South Complex is primarily the function and duty of the respective Associations. The enforcement of the provisions of this Declaration is primarily the responsibility of the Common Association.~~

Note: Section 8.2, pertaining to the Declarant, shall be deleted, and all of Section 9 of the Declaration, also pertaining to the Declarant and now obsolete, shall also be deleted. Sections 10 and 11 shall be renumbered as Sections 9 and 10.

940. Duration of Covenants; Amendments.

Commons Declaration

940.5 Procedure. If an amendment to this Declaration is proposed, the appropriate notices and copies of the full text of the proposed amendment shall be mailed to all Members ~~Associations~~ with notice of a meeting at which the amendments will be voted upon.

940.6 Vote Required. Except as otherwise provided, this Declaration may be amended if a proposed amendment is approved by at least two-thirds of the voting interests of the Members who are present in person or by proxy, and voting, Directors at any meeting called for the purpose.

.....

Note: Section 10.4, pertaining to the Declarant, shall be deleted, and Sections 9.5, 9.6, and 9.7 shall be renumbered as 9.4, 9.5, and 9.6.

1044. General and Procedural Provisions.

.....

1044.3 Dissolution. In the event of dissolution of the Commons Association each Member Association ~~shall continue to be subject to the annual assessment specified in Section 8 and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Commons Association as the case may be for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Commons Association to properly maintain, operate and preserve it.~~

.....

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR STONEYBROOK CLUBSIDE SOUTH CONDOMINIUM I**

(Additions indicated by underlining, deletions by ~~---~~, omitted, unaffected language by ...)

.....
4. Definitions

.....
4.4 "Association ~~or Commons Association~~" means Stoneybrook Clubside South Association I, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

.....
4.8 "Commons Association" means Stoneybrook Clubside South ~~Commons Association, Inc., a Florida corporation not for profit responsible for the ownership, maintenance, and operation of certain property and recreational facilities within the Stoneybrook Clubside South Complex. The condominium association shall be a member of the Commons Association.~~

.....
9. Association. The operation of the Condominium is by Stoneybrook Clubside South Association I, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association were filed with the Florida Department of State on January 20, 1995 and initially recorded in Official Records Book 2782, Pages 1135 through 1140, inclusive, of the Public Records of Sarasota County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. A copy of the Articles of Incorporation of the Association is attached as Exhibit "D".

9.2 Bylaws. The Bylaws of the Association were initially recorded in Official Records Book 2782, Pages 1141 through 1149, inclusive, of the Public Records of Sarasota County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association shall be the Bylaws attached as Exhibit "E", as they shall be amended from time to time.

.....
9.12 Membership in Commons Association. Given the merger of the Condominium Association and the Commons Association, each unit owner in this condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Commons Association. This Association shall be a member of Stoneybrook Clubside South Commons Association, Inc. As long as the Commons Association exists, this Declaration may not be amended to eliminate the membership requirement, except in connection with a merger as provided in Section 22.9 below. By virtue of said membership, and the provisions of this Declaration and the Commons Documents, the unit owners in this condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to its rules and regulations.

.....
11. Maintenance: Limitations Upon Alterations and Improvements.

Condominium I

.....

11.6 Alterations and Additions to Common Elements and Association Property.

Delete the existing provision and substitute the following new provisions:

11.6 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 11.7 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

11.7 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen (15%) percent of the Association Commons budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements or modifications exceeding such amounts must be approved by vote or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common facility or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

The remaining sections of this Article 11 shall be renumbered to remain in sequential order.

.....

12. Use Restrictions. The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Community Declaration, as long as the Condominium exists:

.....

12.5 Signs. No person other than ~~the Developer~~ a unit owner may post or display any signs anywhere on the condominium property, including "For Sale," "For Rent," "Open House" and similar signs. The only signs that a unit owner may post or cause to be posted is the Board-approved standardized "For Sale" sign, and "Open House" signs when the unit is "open" for sale. Unit owners are permitted to display only one such "For Sale" sign in a window of their unit that is for sale.

.....

22. Amendments of Declaration. ~~Except as otherwise provided above as to amendments made by the Developer,~~ All amendments to this Declaration shall be proposed and adopted in the following manner:

Condominium I

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by not less than twenty (20%) percent of the voting interests of the Association ~~the owners of one-fourth (1/4th) of the units.~~

.....

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of those voting interests of the membership of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose. ~~Prior to assumption of control of the Association by unit owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors, and no vote of the unit owners is required.~~

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Stoneybrook Clubside South Condominium II, and Stoneybrook Clubside South Condominium III, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building comprising the condominium, and shall be apportioned among the unit owners in the Condominium equally among all units (1/30th share).

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/90th share). One-third of the Association budget shall be a common expense of each Condominium and be listed as a line item on each condominium budget, ~~based on the fact that the condominiums each have 30 units (30 divided by 90).~~ The assets, liabilities, and common surplus of the Association shall be apportioned among the membership of the Association on the same basis as provided herein for expenses (1/90th share).

24.3 Membership and Voting Rights. Each unit owner in every condominium shall be a mandatory member of the Association. As provided in the Amended and Restated Bylaws of the Association, each unit shall have one vote, which may be cast personally by the owner(s) of the unit as provided in those Amended and Restated Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Commons Documents. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR STONEYBROOK CLUBSIDE SOUTH CONDOMINIUM II**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....

4. Definitions

.....

4.4 "Association ~~or Commons Association~~" means Stoneybrook Clubside South Association II, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

.....

4.8 "Commons Association" means Stoneybrook Clubside South ~~Commons Association~~, Inc., a Florida corporation not for profit responsible for the ownership, maintenance, and operation of certain property and recreational facilities within the Stoneybrook Clubside South Complex. ~~The condominium association shall be a member of the Commons Association.~~

.....

9. Association. The operation of the Condominium is by Stoneybrook Clubside South Association II, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association were filed with the Florida Department of State on January 20, 1995 and initially recorded in Official Records Book 2782, Pages 1135 through 1140, inclusive, of the Public Records of Sarasota County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. A copy of the Articles of Incorporation of the Association is attached as Exhibit "D".

9.2 Bylaws. The Bylaws of the Association were initially recorded in Official Records Book 2782, Pages 1141 through 1149, inclusive, of the Public Records of Sarasota County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association shall be the Bylaws attached as Exhibit "E", as they shall be amended from time to time.

.....

9.12 Membership in Commons Association. Given the merger of the Condominium Association and the Commons Association, each unit owner in this condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Commons Association. This Association shall be a member of Stoneybrook Clubside South Commons Association, Inc. As long as the Commons Association exists, this Declaration may not be amended to eliminate the membership requirement, except in connection with a merger as provided in Section 22.9 below. By virtue of said membership, and the provisions of this Declaration and the Commons Documents, the unit owners in this condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to its rules and regulations.

.....

11. Maintenance: Limitations Upon Alterations and Improvements.

Condominium II

.....

11.6 Alterations and Additions to Common Elements and Association Property.

Delete the existing provision and substitute the following new provisions:

11.6 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 11.7 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

11.7 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen percent (15%) percent of the Association Commons budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements or modifications exceeding such amounts must be approved by vote or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common facility or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

The remaining sections of this Article 11 shall be renumbered to remain in sequential order.

.....

12. Use Restrictions. The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Community Declaration, as long as the Condominium exists:

.....

12.5 Signs. No person other than ~~the Developer~~ a unit owner may post or display any signs anywhere on the condominium property, including "For Sale," "For Rent," "Open House" and similar signs. The only signs that a unit owner may post or cause to be posted is the Board-approved standardized "For Sale" sign, and "Open House" signs when the unit is "open" for sale. Unit owners are permitted to display only one such "For Sale" sign in a window of their unit that is for sale.

.....

22. Amendments of Declaration. ~~Except as otherwise provided above as to amendments made by the Developer,~~ All amendments to this Declaration shall be proposed and adopted in the following manner:

Condominium II

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by not less than twenty (20%) percent of the voting interests of the Association ~~the owners of one fourth (1/4th) of the units.~~

.....

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of those voting interests of the membership of the Association present in person or by proxy and voting at any annual or special meeting called for the purpose. ~~Prior to assumption of control of the Association by unit owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors, and no vote of the unit owners is required.~~

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Stoneybrook Clubside South Condominium I, and Stoneybrook Clubside South Condominium III, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building comprising the condominium, and shall be apportioned among the unit owners in the Condominium equally among all units (1/30th share).

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/90th share). One-third of the Association budget shall be a common expense of each Condominium and be listed as a line item on each condominium budget, based on the fact that the condominiums each have 30 units (30 divided by 90). The assets, liabilities, and common surplus of the Association shall be apportioned among the membership of the Association on the same basis as provided herein for expenses (1/90th share).

24.3 Membership and Voting Rights. Each unit owner in every condominium shall be a mandatory member of the Association. As provided in the Amended and Restated Bylaws of the Association, each unit shall have one vote, which may be cast personally by the owner(s) of the unit as provided in those Amended and Restated Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Commons Documents. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**PROPOSED AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR STONEYBROOK CLUBSIDE SOUTH CONDOMINIUM III**

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....
4. Definitions

.....
4.4 "Association or Commons Association" means Stoneybrook Clubside South Association III, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

.....
4.8 "Commons Association" means Stoneybrook Clubside South Commons Association, Inc., a Florida corporation not for profit responsible for the ownership, maintenance, and operation of certain property and recreational facilities within the Stoneybrook Clubside South Complex. ~~The condominium association shall be a member of the Commons Association.~~

.....
9. Association. The operation of the Condominium is by Stoneybrook Clubside South Association III, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. The Articles of Incorporation of the Association were filed with the Florida Department of State on January 20, 1995 and initially recorded in Official Records Book 2782, Pages 1135 through 1140, inclusive, of the Public Records of Sarasota County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. A copy of the Articles of Incorporation of the Association is attached as Exhibit "D".

9.2 Bylaws. The Bylaws of the Association were initially recorded in Official Records Book 2782, Pages 1141 through 1149, inclusive, of the Public Records of Sarasota County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association shall be the Bylaws attached as Exhibit "E", as they shall be amended from time to time.

.....
9.12 Membership in Commons Association. Given the merger of the Condominium Association and the Commons Association, each unit owner in this condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Commons Association. This Association shall be a member of Stoneybrook Clubside South Commons Association, Inc. As long as the Commons Association exists, this Declaration may not be amended to eliminate the membership requirement, except in connection with a merger as provided in Section 22.9 below. By virtue of said membership, and the provisions of this Declaration and the Commons Documents, the unit owners in this condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to its rules and regulations.

.....
11. Maintenance: Limitations Upon Alterations and Improvements.

.....

11.6 Alterations and Additions to Common Elements and Association Property.

Delete the existing provision and substitute the following new provisions:

11.6 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 11.7 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

11.7 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen percent (15%) percent of the Association Commons budget for the calendar year, including reserves. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements or modifications exceeding such amounts must be approved by vote or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common facility or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

The remaining sections of this Article 11 shall be renumbered to remain in sequential order.

.....

12. Use Restrictions. The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Community Declaration, as long as the Condominium exists:

.....

12.5 Signs. No person other than ~~the Developer~~ a unit owner may post or display any signs anywhere on the condominium property, including "For Sale," "For Rent," "Open House" and similar signs. The only signs that a unit owner may post or cause to be posted is the Board-approved standardized "For Sale" sign, and "Open House" signs when the unit is "open" for sale. Unit owners are permitted to display only one such "For Sale" sign in a window of their unit that is for sale.

.....

22. Amendments of Declaration. ~~Except as otherwise provided above as to amendments made by the Developer,~~ All amendments to this Declaration shall be proposed and adopted in the following manner:

Condominium III

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by not less than twenty (20%) percent of the voting interests of the Association ~~the owners of one fourth (1/4th) of the units.~~

.....

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of those voting interests of the membership of the Association ~~present in person or by proxy and voting at any annual or special meeting called for the purpose. Prior to assumption of control of the Association by unit owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors, and no vote of the unit owners is required.~~

.....

A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Stoneybrook Clubside South Condominium I, and Stoneybrook Clubside South Condominium II, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building comprising the condominium, and shall be apportioned among the unit owners in the Condominium equally among all units (1/30th share).

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/90th share). One-third of the Association budget shall be a common expense of each Condominium and be listed as a line item on each condominium budget, based on the fact that the condominiums each have 30 units (30 divided by 90). The assets, liabilities, and common surplus of the Association shall be apportioned among the membership of the Association on the same basis as provided herein for expenses (1/90th share).

24.3 Membership and Voting Rights. Each unit owner in every condominium shall be a mandatory member of the Association. As provided in the Amended and Restated Bylaws of the Association, each unit shall have one vote, which may be cast personally by the owner(s) of the unit as provided in those Amended and Restated Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Commons Documents. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STONEYBROOK CLUBSIDE SOUTH COMMONS ASSOCIATION, INC.
n/k/a STONEYBROOK CLUBSIDE SOUTH ASSOCIATION, INC.**

WHEREAS, the original Articles of Incorporation of Stoneybrook Clubside South Commons Association, Inc. were filed with the Florida Department of State on January 20, 1995, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on November 25, 2002, and

WHEREAS, the entire membership of the Association approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened membership meeting held on March 14, 2003, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law, and

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Stoneybrook Clubside South Association, Inc.

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be Stoneybrook Clubside South Association, Inc., hereinafter referred to as Association. The principal office of said corporation shall be located at c/o AMI-Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202. The Directors of the Association may change the location of the principal office from time to time.

**ARTICLE II
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of the three condominiums known as Stoneybrook Clubside South Condominium I, Stoneybrook Clubside South Condominium II, and Stoneybrook Clubside South Condominium III (hereinafter collectively referred to as the Condominium) located in Sarasota County, Florida, and to perform all acts provided in the Declarations of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

The corporation shall also be responsible for the operation and management of Common Areas for the Stoneybrook Clubside South Complex, and the performance of those duties, obligations, and responsibilities placed upon the Commons Association under that certain Declaration of Covenants for Stoneybrook Clubside South Commons as recorded in the Public Records of Sarasota County, Florida (Commons Declaration).

**ARTICLE III
POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act, the Declarations of Condominium, and the Commons Declaration, as amended from time to time, except as may be limited or otherwise provided by these Articles.

ARTICLE IV MEMBERS

All persons owning legal title to any of the condominium units of the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the record title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the Association, or its designee, as provided in said Declarations of Condominium.

After the Association approves of a conveyance of a condominium unit as provided in the Declarations of Condominium, the new unit owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

ARTICLE V VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

ARTICLE VI INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members.

ARTICLE VII REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 9031 Town Center Parkway, Bradenton, Florida 34202 and the registered agent at such address shall be AMI-Advanced Management, Inc., The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

ARTICLE VIII EXISTENCE

The term for which this corporation is to exist shall be perpetual, unless dissolved according to law.

ARTICLE IX BOARD OF DIRECTORS

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

ARTICLE X BYLAWS

The Bylaws of this corporation may be amended, altered or rescinded in the manner provided in such Bylaws.

**ARTICLE XI
AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the voting interest of the Association.
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes (2002).
- B. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- C. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 20th day of March, 2003.

STONEBROOK CLUBSIDE SOUTH COMMONS ASSOCIATION, INC.
n/k/a **STONEBROOK CLUBSIDE SOUTH ASSOCIATION, INC.**


BY: MIKE EASTON, PRESIDENT

**AMENDED AND RESTATED BYLAWS
OF
STONEYBROOK CLUBSIDE SOUTH ASSOCIATION, INC.**

WHEREAS, the original Bylaws of Stoneybrook Clubside South Association, Inc., f/k/a Stoneybrook Clubside South Commons Association, Inc., were recorded in the Public Records of Sarasota County, Florida at Official Records Book 2782, Page 1141, et seq., and

WHEREAS, these Amended and Restated Bylaws were adopted by unanimous vote of the Board of Directors at a meeting held on November 25, 2002, and

WHEREAS, the entire membership of the Association approved the amendments, and these Amended and Restated Bylaws, at a duly noticed and convened membership meeting held on March 14, 2003.

NOW THEREFORE, the following are adopted and recorded as the Amended and Restated Bylaws of Stoneybrook Clubside South Association, Inc.

1. Identity. These are the Bylaws of Stoneybrook Clubside South Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering three condominiums located in Sarasota County, Florida known as Stoneybrook Clubside South Condominium I, Stoneybrook Clubside South Condominium II, and Stoneybrook Clubside South Condominium III (hereinafter collectively referred to as the Condominium) according to the Declarations of Condominium thereof, and further organized to perform the duties, obligations, and responsibilities placed upon the Commons Association under that certain Declaration of Covenants for Stoneybrook Clubside South Commons as recorded in the Public Records of Sarasota County, Florida (Commons Declaration).
 - 1.1 Principal Office. The principal office of the Association shall be c/o AMI-Advanced Management, Inc., 9031 Town Center Parkway, Bradenton, Florida 34202, or at such other place as may be designated by the Board of Directors from time to time.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1995).
2. Definitions. The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.
3. Members. The members of the Association shall be the record owners of legal title to the units in the Condominium.
 - 3.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the unit.
 - 3.2 Voting Rights; Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more persons, that

unit's vote may be cast by any of the owners. If a unit is subject to life estate, any one of the life tenants can vote. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a unit is a corporation, the president or vice-president of the corporation may cast the vote of that unit. If a unit is owned by a partnership, any general partner may cast its vote. If a limited liability company owns a unit, any authorized agent may cast the vote.

- 3.3 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.
- 3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of the membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

4. Members' Meetings: Voting.

- 4.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.
- 4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium property not less than fourteen (14) days before the meeting. The notice of any members' meeting shall be sent by mail to each unit owner unless the unit owner waives in writing the right to receive notice of the meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Each member bears the responsibility of notifying the Association of any change of address. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast one-third (1/3rd) of the votes of the members.
- 4.5 Voting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be members, or spouses of members.

Except as specifically otherwise provided in this paragraph, unit owners may not vote by general proxy, but may vote by use of a limited proxy. Both 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; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with Section 5.3 of these Bylaws.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a 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 and ratifying the vote cast by his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
 - (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
 - (c) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;

- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Call for final balloting on election of directors and close of balloting.
- (i) Appointment of inspectors of election;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

4.09 Minutes of Meeting. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association mails or delivers a letter or similar communication to each owner that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

5. Directors.

5.1 Number and Tenure. The affairs of the Association shall be governed by a Board of not less than three or more than seven directors, and shall be fixed at seven members until changed by adoption of a membership resolution.

Given that the Stoneybrook Clubside South is composed of three residential condominium buildings (each a separate condominium), each containing thirty units, and it is the desire of the membership to have equal representation on the Board of Directors to the extent reasonably practical, the Unit Owners in each of the three buildings shall be represented by two members on the Board, and the seventh Board member shall be an at-large representative that may be an eligible person from any building. However, notwithstanding the requirement for two board Members from each building, in the event there is no eligible candidate from a building to fill a vacancy, the vacancy can be filled for that term by election or appointment of any eligible person from the other two buildings.

The person from each building elected to the Board by the highest number of votes at the membership meeting in March of 2003 shall serve a two-year term. The other four directors elected at the meeting in 2003 shall serve one-year terms. Commencing at the annual meeting in 2004, and thereafter, all directors shall be elected to two-year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

- 5.2 Qualifications. Every director must be a member or the spouse of a member, a trustee owner, a life tenant under a life estate, an officer of a corporate owner, an authorized agent for a limited liability company owner, or a general partner of a partnership owner. All directors must be at least 18 years of age.
- 5.3 Election of Directors. The following procedures shall apply in lieu of the Director election procedures under Chapter 718, Florida Statutes:
- (a) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
 - (b) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order by surname. All candidates shall be listed by reference to the building in which they own a Unit. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
 - (c) There shall be no nominations from the floor on the date of the election.
 - (d) All elections, including the election of building representatives, shall be by plurality vote based upon votes from all members of the Association (the nominees receiving the highest number of votes are elected). The candidate(s) from each building who receives the highest number of votes shall be elected as representative(s) of that building. The candidate who receives the highest number of votes but is not elected as a representative of a building shall be the at-large member of the Board when the at-large position is open for election. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.
 - (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting. If necessary,

the candidates shall agree among themselves who shall serve as building representatives and who is the at-large member, and if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

- 5.6 Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting.

- 5.7 Regular Meetings. Regular meetings of the Board of Directors shall be held at a location and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings shall be posted at a designated location on the Condominium property at least forty-eight (48) continuous hours in advance for

the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly or quarterly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to rules regarding unit use, will be considered, shall be mailed or delivered to the unit owners and posted at a designated location on the Condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

- 5.8 Special Meetings. Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of a majority of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these By-Laws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the

absence of the presiding officer, the directors present may designate any person to preside.

- 5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Report of officers and committees;
- (d) Unfinished business;
- (e) New business;
- (f) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

- 5.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

- 5.16 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, (d) to fill vacancies on the Board of Directors or (e) to borrow money.

- 5.17 Other Committees. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts,

through the proper officers of the Association, in executing such powers, except such acts which by law, the Declarations, the Articles or these Bylaws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include the following:

- (a) Operating and maintaining the commons area, common elements, limited common elements and Association Property.
- (b) Determining the common expenses required for the operation of the Condominium and the Association.
- (c) Collecting the assessments for common expenses from unit owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the commons area and common elements.
- (e) Adopting and amending rules and regulations concerning the operation and use of the commons area and Condominium property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee.
- (h) Purchasing units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.
- (j) Obtaining and reviewing insurance for the commons area and Condominium property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declarations after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants and guests at the Condominium. The Board of Directors may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Commons Declaration, the Declarations, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of

Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Commons Declaration, the Declarations, Association Bylaws, or Association Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

The unit owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing and foreclosure of the lien. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (n) Purchasing or leasing units for use by resident superintendents, managers or other similar persons.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the commons area or common elements, or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of at least two-thirds of the voting interest present, in person or by proxy, at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of fifteen percent (15%) of the annual overall budget of the Association, including reserves. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Association, a unit owner who pays to the creditor his or her portion thereof shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such unit owner's unit.
- (p) Contracting for the management and maintenance of the commons area and Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including,

but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease, or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

- (q) Exercising (i) all powers specifically set forth in the Commons Declaration, the Declarations, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (r) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.
- (s) Adopting hurricane shutter specifications for the Condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.
- (t) Convey a portion of the commons area or common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.

- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary. All officers must be board members. All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association. Additionally, the President shall be appointed the Association's Voting Representative to represent all 90 unit owners in votes pertaining to Stoneybrook Golf and Country Club of Sarasota, Inc., provided however, if the President is also a member of the Board of Governors of Stoneybrook Golf and Country Club of Sarasota, Inc., the Vice-President shall be the Voting Representative. The Association may also appoint an alternate Voting Representative.

- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.
- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 8.6 Delegation. 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 performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board of Directors may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for the management of the Condominium or for any other compensable service, in their reasonable business discretion.
10. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declarations of Condominium shall be supplemented by the following:
- 11.1 Budget. The Board of Directors shall adopt a four budgets: one budget for the Association to include, but not be limited to commons area maintenance and administrative expenses; and one budget for each of the condominiums to include, but not be limited to, maintenance of the building within the condominium. Copies of the proposed budgets, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before that

meeting. The proposed budgets must be detailed, and must show the amounts budgeted by income and expense classifications.

- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budgets must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. The amount to be reserved for each item shall be computed by a formula based on the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the item. These reserves must be funded unless the members subsequently determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority vote.
- 11.3 Operating Reserves. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.4 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the tenth day of January, April, July, and October of each year. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a budget is adopted and new installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due installment.
- 11.5 Special Assessments. Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.
- 11.6 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.

- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name. Provided, nothing herein shall restrict the Board of Directors from making prudent investments consistent with their fiduciary duty, as long as the investments are insured or guaranteed.
12. Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
- 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the voting interest of the Association.
- 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved if it is approved by vote of not less than

two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting.

- 14.4 Certificate and Recording. 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 President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
15. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action or vote of not less than two-thirds (2/3) of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board of Directors shall have the authority to expend not more than one (1%) percent of the overall Association budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.
21. Exceptions Due To Operation of Multi-Condominium Community. In recognition that the Association serves as the condominium association for three separate condominiums, it may be necessary from time to time for the unit owners in a condominium to vote at a membership meeting, or take action in writing in lieu of a meeting, on a matter that affects only that condominium. In those instances, all procedural requirements in these Bylaws may be modified, as necessary, to permit the unit owners in the affected condominium to proceed without participation by the other members of the Association. For example, and without limitation, if the unit owners in one condominium are voting to consider the waiver or partial funding or reserves for that condominium, all quorum, notice, and voting requirements shall be altered to permit the unit owners in that condominium to vote on

reserves for their particular condominium (but not common areas) without regard to the other members of the Association.

The foregoing recitals are certified as true and correct by the Board of Directors on March 8, 2003.

**STONEYBROOK CLUBSIDE SOUTH COMMONS
ASSOCIATION, INC., n/k/a STONEYBROOK CLUBSIDE SOUTH
ASSOCIATION, INC.**



BY: MIKE EASTON, PRESIDENT