

N07000000813

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

(Business Entity Name)

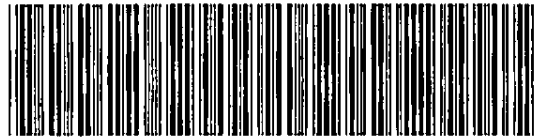
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2022 APR -6 PM11:13

FILED

Merger

12/27/22

**ARTICLES OF MERGER**  
**(Not For Profit Corporation)**

The following Articles of Merger are submitted in accordance with the Florida Not for Profit Corporation Act, pursuant to Section 617.1105, Florida Statutes.

**First:** The name and jurisdiction of the Surviving Corporation is:

Tuscana I Condominium Association, Inc., a Florida Not-For-Profit Corporation.

**Second:** The name and jurisdiction of each Merging Corporation is:

Name	Jurisdiction	Document Number
Tuscana I Condominium Association, Inc.	Florida	N07000000813
Tuscana II Condominium Association, Inc.	Florida	N07000005224
Tuscana III Condominium Association, Inc.	Florida	N07000006685

**Third:** The Plan of Merger is attached as Exhibit "A."

**Fourth:** The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** Adoption of Merger by Surviving Corporation

The Board of Directors of the Surviving Corporation have voted to approve the Merger as set forth on attached Exhibit "B." *There are no members entitled to vote.*

**Sixth:** Adoption of Merger by Merging Corporations

The Board of Directors of the Merging Corporations have voted to Approve the Merger as set forth on the attached Exhibit "C," Exhibit "D," and Exhibit "E." *There are no members entitled to vote.*

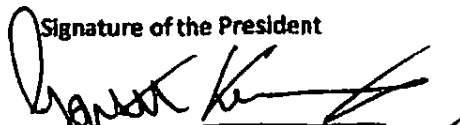
**Seventh:** Signatures for Each Corporation.

Name of Corporation

Signature of the President

Typed or Printed Name

Tuscana I Condominium Association, Inc.



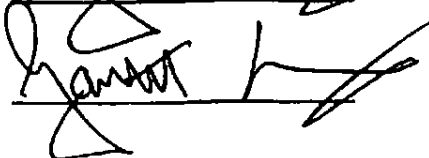
Garrett Kenny

Tuscana II Condominium Association, Inc.



Garrett Kenny

Tuscana III Condominium Association, Inc.



Garrett Kenny

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

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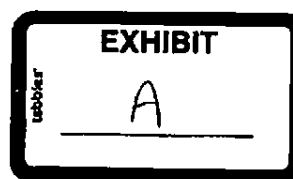
FILED

**TUSCANA**  
**PLAN OF MERGER**

The following Plan of Merger is submitted in compliance with Section 617.1101, Florida Statutes and in accordance with the laws of Florida. This Plan of Merger is agreed to between: Tuscana I Condominium Association, Inc., a Florida not-for-profit corporation ("Surviving Association") and Tuscana II Condominium Association, Inc., a Florida not-for-profit corporation and Tuscana III Condominium a Florida not-for-profit corporation (hereinafter referred to collectively as the "Merging Associations").

The parties agree as follows:

1. The Merging Associations shall merge with, and into, the Surviving Association.
2. Each membership in the Merging Association shall be converted into a membership in the Surviving Association. Each membership in the Surviving Association as it currently exists shall terminate.
3. The current membership of the Surviving Association shall adopt Amended and Restated Articles of Incorporation in the form attached as Exhibit "A" thereto. The adoption of said Amended and Restated Articles of Incorporation of the Surviving Association shall be a concurrent condition to the merging of the Corporations.
4. The current membership of the Surviving Association shall adopt Amended and Restated Bylaws in the form attached as Exhibit "B" thereto. The adoption of said Amended and Restated Bylaws shall be a concurrent condition of the merger.
5. The Directors of the Merging Associations shall immediately become the Directors of the Surviving Association upon completion of the merger. The Director positions of the Surviving Association, immediately prior to the effective date of the merger, shall be terminated. The newly formed Board of Directors of the Surviving Association shall choose the Officers of the Surviving Association as set forth in the Bylaws.
6. Upon completion of the merger, the Surviving Association shall be considered a multi-Condominium Association as defined in the Florida Condominium Act.



**TUSCANA I CONDOMINIUM ASSOCIATION, INC.**  
**CERTIFICATE OF APPROVAL OF MERGER**

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 17 day of November, 2021, that the corporate merger of Tuscana I Condominium Association, Inc., into Tuscana I Condominium Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being 3 Directors in favor and 0 Directors against said merger.

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

Amarilys Nales  
Signature  
Print Name: Amarilys Nales

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

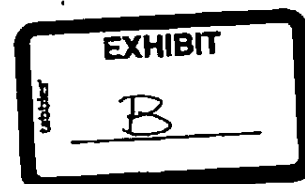
Amarilys Nales  
Signature  
Print Name: Amarilys Nales

**TUSCANA I CONDOMINIUM  
ASSOCIATION, INC.**

BY: Garrett Kenny  
Garrett Kenny, President  
116 Kenny Blvd  
Haines City, FL 33844

**ATTEST**

BY: Angela Ford  
Angela Ford, Secretary  
124 Kenny Blvd  
Haines City, FL 33844



STATE OF FLORIDA  
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Garrett Kenny, President of Tuscana I Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature  
Notary Stamp or Seal:

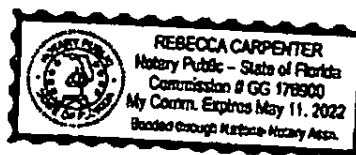


STATE OF FLORIDA  
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Angela Ford, Secretary of Tuscana I Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature  
Notary Stamp or Seal:



**TUSCANA I CONDOMINIUM ASSOCIATION, INC.**  
**CERTIFICATE OF APPROVAL OF MERGER**

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 17 day of November, 2021, that the corporate merger of Tuscana I Condominium Association, Inc., into Tuscana I Condominium Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being 3 Directors in favor and 0 Directors against said merger.

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

Amarilys Nales  
Signature  
Print Name: Amarilys Nales

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

Amarilys Nales  
Signature  
Print Name: Amarilys Nales

**TUSCANA I CONDOMINIUM  
ASSOCIATION, INC.**

BY: Garrett Kenny  
Garrett Kenny, President  
116 Kenny Blvd  
Haines City, FL 33844

**ATTEST**

BY: Angela Ford  
Angela Ford, Secretary  
124 Kenny Blvd  
Haines City, FL 33844


**EXHIBIT**

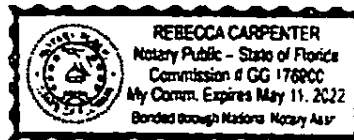
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C

STATE OF FLORIDA  
COUNTY OF Polk


THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Garrett Kenny, President of Tuscana I Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)

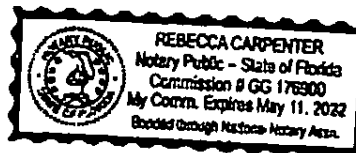
  
\_\_\_\_\_  
Notary Signature  
Notary Stamp or Seal:



STATE OF FLORIDA  
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Angela Ford, Secretary of Tuscana I Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)

  
\_\_\_\_\_  
Notary Signature  
Notary Stamp or Seal:



**TUSCANA II CONDOMINIUM ASSOCIATION, INC.**  
**CERTIFICATE OF APPROVAL OF MERGER**

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 17 day of November, 2021 that the corporate merger of Tuscana II Condominium Association, Inc. into Tuscana II Condominium Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being 3 Directors in favor and 0 Directors against said merger.

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

Amarilis Nales  
Signature  
Print Name: Amarilis Nales

Timothy Kenobi  
Signature  
Print Name: Timothy Kenobi

Amarilis Nales  
Signature  
Print Name: Amarilis Nales

**TUSCANA II CONDOMINIUM  
ASSOCIATION, INC.**

BY: Garrett Kenny  
Garrett Kenny, President  
116 Kenny Blvd  
Haines City, FL 33844

**ATTEST**

BY: Lorcan Claffey  
Lorcan Claffey, Treasurer  
124 Kenny Blvd  
Haines City, FL 33844

**EXHIBIT**

D



STATE OF FLORIDA

COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Garrett Kenny, President of Tuscana II Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature

Notary Stamp or Seal:



STATE OF FLORIDA

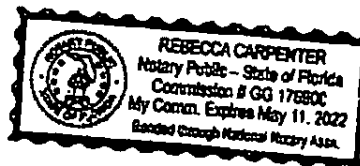
COUNTY OF Polk

THE FOREGOING instrument was acknowledged before me the 2nd day of December, 2021, by Lorcan Claffey, Treasurer of Tuscana II Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature

Notary Stamp or Seal:



**TUSCANA III CONDOMINIUM ASSOCIATION, INC.**  
**CERTIFICATE OF APPROVAL OF MERGER**

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 17 day of November, 2021 that the corporate merger of Tuscana III Condominium Association, Inc. into Tuscana III Condominium Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being 3 Directors in favor and 0 Directors against said merger.

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

*Timothy Kenobi*  
Signature  
Print Name: Timothy Kenobi

*Amarilis Nales*  
Signature  
Print Name: Amarilis Nales

*Timothy Kenobi*  
Signature  
Print Name: Timothy Kenobi

*Amarilis Nales*  
Signature  
Print Name: Amarilis Nales

**TUSCANA III CONDOMINIUM  
ASSOCIATION, INC.**

BY: *Garrett Kenny*  
Garrett Kenny, President  
116 Kenny Blvd  
Haines City, FL 33844

**ATTEST**

BY: *Lorcan Claffey*  
Lorcan Claffey, Treasurer  
124 Kenny Blvd  
Haines City, FL 33844

**EXHIBIT**

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STATE OF FLORIDA

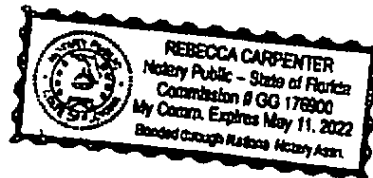
COUNTY OF Dolk

THE FOREGOING instrument was acknowledged before me the 2nd day of December 2021, by Garrett Kenny, President of Tuscan~~a~~<sup>III</sup> Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature

Notary Stamp or Seal:



STATE OF FLORIDA

COUNTY OF Dolk

THE FOREGOING instrument was acknowledged before me the 2nd day of December 2021, by Lorcan Claffey, Treasurer of Tuscan~~a~~<sup>III</sup> Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced)



Notary Signature

Notary Stamp or Seal:



**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**TUSCANA I CONDOMINIUM ASSOCIATION, INC.**

The undersigned, President of a Corporation under Chapter 617, Florida Statutes, adopts the following Amended and Restated Articles of Incorporation for the purposes set forth below.

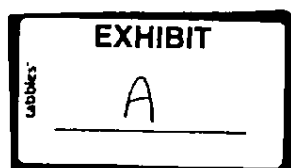
**ARTICLE I**

NAME: The name of the corporation is Tuscana I Condominium Association, Inc., hereafter referred to as the "Association." The principal address is 116 Kenny Blvd, Haines City, FL 33844

**ARTICLE II**

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of properties subject to the Declaration of Covenants for Tuscana I Condominium Association, Inc., the Declaration of Condominium for Tuscana II Condominium Association, Inc., the Declaration of Condominium for Tuscana III Condominium Association, Inc., (collectively the "Condominium Properties") located in Osceola County, Florida. These Amended and Restated Articles of Incorporation are adopted as a result of a corporate merger between Tuscana I Condominium Association, Inc., Tuscana II Condominium Association, Inc., Tuscana III Condominium Association, Inc. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by the Governing Documents or Chapter 718, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following:

- (A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Condominium Properties, and to use the proceeds of Assessments in the exercise of its powers and duties.



- (B) To protect, maintain, repair, replace and operate the Condominium Properties.**
- (C) To purchase Insurance upon the Condominium Properties and Association property for the protection of the Association and its Members.**
- (D) To reconstruct improvements after casualty and to make further improvements of the Condominium Properties.**
- (E) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Elements of the Condominium Properties, and the operation of the Association.**
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of Units, as provided by the Governing Documents.**
- (G) To enforce the provisions of the Florida Condominium Act, Declaration of Covenants for Tuscana I Condominium Association, Inc., Tuscana II Condominium Association, Inc., Tuscana III Condominium Association, Inc., these Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws and any Rules and Regulations of the Association (collectively, the "Governing Documents").**
- (H) To contract for the management and maintenance of the Condominium Properties and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Governing Documents to be exercised by the Board of Directors or the Membership of the Association.**
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium Properties.**
- (J) To enter into agreements, or acquire leaseholds, Memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium Properties, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.**
- (K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse,**

execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable Instruments and evidences of Indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

### **ARTICLE III**

#### **MEMBERSHIP:**

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Units in the Condominium Properties, as further provided in the Amended and Restated Bylaws. After termination of the Condominium, the Members shall consist of those who are Members at the time of such termination.
- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.
- (C) The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Amended and Restated Bylaws. The manner of exercising voting rights shall be as set forth in the Amended and Restated Bylaws.

### **ARTICLE IV**

**TERM:** The term of the Association shall be perpetual.

### **ARTICLE V**

**BYLAWS:** The Amended and Restated Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

### **ARTICLE VI**

#### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Amended and Restated Bylaws, but not less

than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must be Members of the Association.

- (B) Directors of the Association shall be elected by the Members in the manner determined by the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated Bylaws.
- (C) The business of the Association shall be conducted by the Officers designated in the Amended and Restated Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the Annual Meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

#### **ARTICLE VII**

**AMENDMENTS:** Amendments to these Amended and Restated Articles of Incorporation shall be proposed and adopted in the following manner:

- (A) **Proposal.** Amendments to these Amended and Restated Articles of Incorporation may be proposed by a majority of the Board or by petition of the Owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
- (B) **Procedure.** Upon any Amendment or Amendments to these Amended and Restated Articles of Incorporation being proposed by said Board or Unit Owners, such proposed Amendment or Amendments shall be submitted to a vote of the Members not later than the next Annual Meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise required for by Florida law, these Amended and Restated Articles of Incorporation may be amended by vote of a majority of the Board at Directors at any Board Meeting, provided that notice of any proposed Amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed Amendment.
- (D) **Effective Date.** An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Osceola County, Florida.

#### **ARTICLE VIII**

**REGISTERED AGENT:**

The registered office of the Association shall be at:

The registered agent at said address shall be:

Garrett Kenny  
116 Kenny Blvd  
Haines City, FL 33844

#### **ARTICLE IX**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.



IN WITNESS WHEREOF, the President has executed these Amended and Restated Articles of Incorporation this 17 day of November 2021.

**TUSCANA I Condominium Association, Inc.**

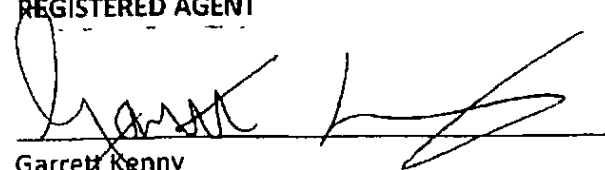
By: 

Garrett Kenny  
116 Kenny Blvd  
Haines City, FL 33844

Dated: 11/17/2021

Having been named to accept service of process for the above stated Corporation, at the place designated in these Amended and Restated Articles of Incorporation, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0505 Florida Statutes.

**REGISTERED AGENT**

  
Garrett Kenny  
116 Kenny Blvd  
Haines City, FL 33844

## **CERTIFICATION**

The restatement was adopted by the board of directors and does not contain any amendments requiring member approval.

**AMENDED AND RESTATED BYLAWS  
OF  
TUSCANA I CONDOMINIUM ASSOCIATION, INC.**

The original Declaration of Covenants for Tuscana I Condominium (hereinafter the "Original Declaration") was recorded in Official Records Book 03460 at Page 1905, of the Public Records of Osceola County, Florida. The original Tuscana I Condominium Association, Inc. were recorded as an Exhibit "4" to the Bylaws of Declaration and is recorded in Official Records Book 3460 at Page 1978 of the Public Records of Osceola County, Florida. It is intended that those Amended and Restated Bylaws supersede the original Bylaws and any Amendments thereto.

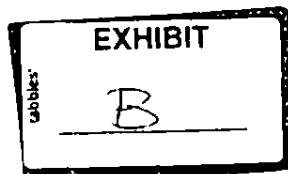
**GENERAL.** These are the Bylaws of Tuscana I Condominium Association, Inc., hereinafter the "Association," a Corporation not for profit organized under the laws of Florida for the purpose of operating properties subject to the Declaration of Covenants for Tuscana I Condominium Association, Inc the Declaration of Condominium for Tuscana II Condominium Association, Inc the Declaration of Condominium for Tuscana III Condominium Association, Inc. (collectively the "Condominium Properties") pursuant to the Florida Condominium Act. These Amended and Restated Bylaws are adopted as a result of a corporate merger between Tuscana I COA, Tuscana II COA, and Tuscana III COA, into Tuscana I Condominium Association, Inc. (Surviving entity)

**Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its incorporation, and the words "Florida" and "Corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Corporation where a seal may be required.

**ARTICLE I: IDENTITY**

Section 1. **Principal Office.** The principal office of the Association shall be at 116 Kenny Blvd Haines City FL, 33844, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. **Definitions.** As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium, or in the



Florida Condominium Act, the terms "Board of Directors" and "Board of Administration" shall be synonymous.

## ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

**Section 1. Membership in the Association.** Membership in the Association shall be limited to Owners of Units in the Condominium Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one Person, than all of the Persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, said corporation may designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these By-Laws and the Declaration shall be accompanied by application fee in an amount to be set by the Association, to cover the cost of contracting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(A) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. The vote of a Unit shall not be divisible.

(B) A majority of the Members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

**Section 3. Quorum.** The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

**Section 4. Proxies.** Votes may be cast in persona or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary not less than 3 days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Unit is owned by one Person, such Person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one Person, the Person entitled to cast the vote for the Unit shall be designated in a voting certificate, signed by all of the recorded Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for the purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and filed with the secretary of the Association. The Person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following 3 provisions are applicable thereto:

- (A) They may, but they shall not be required to, designate a voting member by certificate.
- (B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (C) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

### **ARTICLE III: MEETINGS OF THE MEMBERSHIP**

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the secretary to mail or deliver a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit owner of record at least 14 but not more than 30 days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least 14 continuous days preceding said meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Unit Owner last furnished to the Association meeting were mailed or hand delivered in accordance with this section, to each Unit Owner at the address last furnished to the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the member shall be held once

in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of the Florida Condominium Act. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meeting shall be confirmed to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Florida Condominium Act, the Declaration or these By-Laws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Condominium Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting member; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

#### **ARTICLE IV: DIRECTORS**

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than 3 nor more than 9 directors. There shall never be less than 3 directors. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all directors that the Developer is

entitled to elect or designate need not be members. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof.

Section 2. First Board of Directors. The first Board of Directors named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(i), Florida Statutes, or the rules promulgated thereunder or in accordance with any other applicable provisions of the Florida Condominium Act.

Section 4. Vacancies on Board of Directors. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next regularly scheduled election of directors. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or facsimile at least 5 days prior to the day named for such meeting and shall be posted in accordance with the procedure of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the member of the Board of Directors by giving 5 days' notice, in writing which shall specifically incorporate an identification of agenda items to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Owners shall be given proper notice pursuant to applicable Florida law.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law.

Section 11. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these By-Laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(D) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Units therein.



(E) To contract for the management and maintenance of the Condominium Property and to authorize and 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 and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Florida Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(G) To further improve of the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least 3 members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required. No committee meetings shall be required to be noticed to the membership unless (a) the committee is undertaking action to bind the Association, based upon a specific grant of authority by the Board, (b) the committee is undertaking discussion and recommendations concerning the levying of Assessments by the Board, or (c) the committee is undertaking action specifically designated and stated under the Act as requiring prior notice to the Association membership.

Section 12. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the condominium documents and its exhibits.

## **ARTICLE V: OFFICERS**

Section 1. **Elective Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be member of the Board of Directors.

Section 2. **Election.** The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

Section 3. **Appointive Officers.** The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary.

Section 4. **Term.** The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. **The President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. **The Vice President.** The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. **The Secretary.** The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgages except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. **The Treasurer.**

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designed from time to time by the Board of

Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors designates a Management Firm to operate the Condominium on behalf of the Association, said Management Firm shall be required to follow the aforesaid provisions.

#### **ARTICLE VI: FINANCES AND ASSESSMENTS**

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least 2 officers of the Association; provided, however, that the provisions of any Management Agreement, entered into by the Association and a Management Firm designated by the Association to operate the Condominium, relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

Section 2. Fidelity Bonds. The President Secretary, Treasurer and all other officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded. The amount of the bond shall be determined by the Board of Directors, but in no manner shall be less than the amount of the maximum funds that will be in the custody of the

Association or its management agent of any one time. The premiums on such bonds shall be paid by the Association. The cost of bonding an employee of an Association-designated management firm may be reimbursed by the Association. Notwithstanding the foregoing, the Association and/or any management firm shall not be obligated to obtain fidelity bonding of any persons in excess of any amounts stated in the Florida Condominium Act.

**Section 3. Fiscal Or Calendar Year.** The Association shall be on a fiscal year basis beginning on the first day of December of each year and ending on the last day of November of the subsequent year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

**Section 4. Determination of Assessments.**

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements; provided, however, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1<sup>st</sup>) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(C) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed to each Unit Owner a notice of the Board of Directors meeting at which the budget will be considered not less than 14 days prior to said meeting. Such notice shall include a copy of the proposed annual budget and Assessments as well as the time and place for the meeting which shall be open to the Unit Owners. If the Association shall fail for any reason to adopt a budget

and authorize an Assessment prior to the beginning of the new fiscal year, the budget and assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within 21 days of such written application, and the Board shall provide not less than 14 days' written notice to each Unit Owner of such special meeting. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

(D) All Assessments shall be paid to the Association and delivered to the Treasurer of the Association, subject, however, to the provisions of a Management Agreement for as long as it shall remain in effect providing for collection of such Assessments directly by an Association-designated Management Firm, and also subject to any specific applicable provisions in the Declaration.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may not be commingled in a single fund for purposes of investment unless otherwise permitted by the Florida Condominium Act, in which event any decision to commingle funds must be made by the Association or such Management Firm as long as the Management Agreement remain in effect, or thereafter as the Board of Directors determines in its sole discretion. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect, or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, an Association-designated Management Firm or the Board of Directors may accelerate the monthly installment for the next 3 months upon notice thereof to the Unit Owners and, thereupon, the unpaid installments of the Assessment together with the monthly assessments for the next three months shall become due

upon the date stated in the notice, but not less than 14 days after delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of each 3 month period thereafter if at the end of such period there remains any sums due and unpaid.

#### **ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS**

In addition to any reporting requirements contained in the Florida Condominium Act or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than 4 months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

#### **ARTICLE VIII: COMPLIANCE AND DEFAULT**

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit owner in any of the provisions of the Declaration, of these By-Laws, or of

(A) Notice of the meeting shall contain a statement of the proposed amendment.

(B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a meeting called for such purpose.

(C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting called for such purpose.

(D) Said amendment shall be recorded and certified as required by the Florida Condominium Act.

(E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration to which these By-Laws are attached.

(F) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

#### **ARTICLE XI: NOTICES**

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration to which these By-Laws and other exhibits attached to said Declaration.

#### **ARTICLE XII: INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost, and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### **ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

#### **ARTICLE XIV: LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other owners or persons.

#### **ARTICLE XV: PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Florida Condominium Act, the Declaration, or these By-Laws.

#### **ARTICLE XVI: MORTGAGE REGISTER**

The Association or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

#### **ARTICLE XVII: RULES AND REGULATIONS**

In addition to the rules and regulations set forth in the Declaration, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Units Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall, at all

times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

Section 1. The sidewalk, entrances and all of the Limited Common Elements and Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein. Children shall not play or loiter upon the Common Elements except in such area and under the rules and regulations as determined by the Association.

Section 2. No fences shall be constructed by a Unit Owner within or surrounding said Unit or the Limited Common Elements adjoining or appurtenant to said Unit.

Section 3. The personal property of all Unit Owners shall be stored within their Units or in assigned storage space.

Section 4. No garbage cans, supplies, recycling containers, or other articles shall be placed on the Common Elements and Limited Common Elements of the Condominium except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or

laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. If applicable, fire exists shall not be obstructed in any manner, and the Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property nor shall clothes be hung anywhere within the Condominium Property except within a Unit.

Section 5. Where applicable, no Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall such Unit Owner sweep or throw any dirt or other substance from such Owner's Unit or the Limited Common Elements appurtenant to such Owner's Unit onto the Common Elements or any portion of the Condominium Property.

Section 6. Except as may be permitted by the Declaration, no Unit Owner shall store or leave boats or trailers on the Condominium Property. Refuse and bagged garbage shall be deposited only in the area provided therefor.

Section 7. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

Section 8. The parking facilities shall be used in accordance with the provisions of the Declaration and any regulations duly promulgated by the Association. No vehicle which cannot



operate on its own power shall remain on the Condominium Property for more than 24 hours, and no repair of vehicles shall be made on the Condominium Property.

Section 9. No Unit Owner shall make or permit disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

Section 10. Except as may be otherwise provided in the Declaration, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors, and said consent may be given as to certain Units and not given as to others.

Section 11. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any entry way, patio or porch may be determined by the Board of Directors, and a Unit Owner shall not place or use any item thereon or upon any portion of the Common Elements except with the approval and as designated by said Board.

Section 12. No cooking shall be permitted on any porch, patio or entry way nor on the Limited Common Elements nor on the Condominium Property, except in such area, if any, designated by the Board of Directors. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

Section 13. No inflammable, combustible or explosive fluid, chemical or substance, shall be kept in any Unit or Limited Common Element appurtenant thereto or storage areas, except such as are required for normal household use.

Section 14. Each Unit Owner who plans to be absent from such Owner's Unit during the hurricane season must prepare the Unit prior to departure.

Section 15. Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors.

Section 16. The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, Common Elements or Limited Common Elements or other property of the Condominium or services made available to the Unit Owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

Section 17. Flags shall be permitted on the Condominium Property only in accordance with Section 718.113(3), Florida Statutes, Title 36 U.S.C. Chapter 10, and any applicable local ordinances.

Section 18. In the event of any conflict between the rules and regulations adopted or from time to time amended and the Condominium documents or the Florida Condominium Act, the later shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration the provisions of said Declaration shall prevail.

#### **ARTICLE XVIII: ARBITRATION**

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

#### **ARTICLE XIX: EMERGENCY POWERS**

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(A) Name as assistant officers persons who are not Board members, 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, and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors when it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

#### **ARTICLE XX: CERTIFICATE OF COMPLIANCE**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

# **ALLOCATION OF PERCENTAGE OWNERSHIP INTERESTS**

<b>Unit Type</b>	<b>Unit Sq. Ft.</b>	<b># of Units</b>	<b>Total Units Sq.Ft.</b>	<b>Owner % Unit</b>	<b>Totals All Units</b>
A	1,016	48	48,768	0.9818%	47.125%
B	1,140	46	52,440	1.1018%	50.674%
C	899	1	899	0.8687%	0.869%
D	747	1	747	0.7218%	0.722%
E	632	1	632	0.6107%	0.611%
		<b>TOTAL =</b>	<b>103,486</b>		<b>100.000%</b>

# **ALLOCATION OF PERCENTAGE OWNERSHIP INTERESTS**

<b>Unit Type</b>	<b>Unit Sq. Ft.</b>	<b># of Units</b>	<b>Total Units Sq.Ft</b>	<b>Owner % Unit</b>	<b>Total % All Units</b>
A	1,016	48	48,768	0.9818%	47.124%
B	1,140	48	54,720	1.1016%	52.876%
	<b>TOTAL =</b>	<b>96</b>	<b>103,488</b>		<b>100.000%</b>

# **ALLOCATION OF PERCENTAGE OWNERSHIP INTERESTS**

<b>Unit Type</b>	<b>Unit Sq. Ft.</b>	<b># of Units</b>	<b>Total Units Sq. Ft.</b>	<b>Owner % Unit</b>	<b>Total % All Units</b>
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