

N11039
BECKER & POLIAKOFF, P.A.

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September 22, 1997

Reply To:

Fort Myers

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

100002301731--1
-09/24/97--01017--008
****210.00 ****210.00

Re: The Citadel Condominium Association, Inc. f/k/a The
Citadel East Condominium Association, Inc.; The
Citadel West Condominium Association, Inc.; The
Citadel North Condominium Association, Inc.; The
Citadel South Condominium Association, Inc.; The
Citadel Condominium Recreational and Maintenance
Association, Inc.

Dear Sir/Madam:

Enclosed please find the following with reference to the
above corporations:

1. Plan of Merger.
2. Articles of Merger with new Articles of
Incorporation and By-Laws attached thereto.
3. Check No. 960 in the amount of \$210.00 to cover
the costs of filing the enclosed documents.
4. Extra copies of the enclosed documents so that
you may return same with the appropriate filing
data. Please return the copies in the envelope
provided herein for your convenience.

OK Per Susan

Very truly yours,

Joseph E. Adams
For the Firm

JEA/jmh

Enclosures (as stated)

SEP 26 1997

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

THE CITADEL CONDOMINIUM RECREATIONAL AND MAINTENANCE ASSOCIATION, INC., a Florida corporation, N05710

THE CITADEL SOUTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation, N05714

THE CITADEL WEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, N17615

THE CITADEL NORTH CONDOMINIUM ASSOCIATION, INC., a Florida corporation, N20666

INTO

THE CITADEL EAST CONDOMINIUM ASSOCIATION, INC. which changed its name to

THE CITADEL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, N11039.

File date: September 24, 1997

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

FILED

97 SEP 24 PM 12:07

THE CITADEL EAST CONDOMINIUM ASSOCIATION, INC.
THE CITADEL WEST CONDOMINIUM ASSOCIATION, INC. SECRETARY OF STATE
THE CITADEL NORTH CONDOMINIUM ASSOCIATION, INC. TALLAHASSEE, FLORIDA
THE CITADEL SOUTH CONDOMINIUM ASSOCIATION, INC.
THE CITADEL CONDOMINIUM RECREATIONAL
AND MAINTENANCE ASSOCIATION, INC.

Pursuant to Sections 617.1101, 617.1103, and 617.1105, Florida Statutes, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of The Citadel East Condominium Association, Inc., The Citadel West Condominium Association, Inc., The Citadel North Condominium Association, Inc., The Citadel South Condominium Association, Inc. and The Citadel Condominium Recreational and Maintenance Association, Inc., all Florida corporations not-for profit, has been duly approved, as follows:

(a) By the Board of Directors of The Citadel East Condominium Association, Inc. at a meeting held June 30, 1997, and by the membership of that Association at a membership meeting held July 15, 1997.

(b) By the Board of Directors of The Citadel West Condominium Association, Inc. at a meeting held June 30, 1997, and by the membership of that Association at a membership meeting held July 15, 1997.

(c) By the Board of Directors of The Citadel North Condominium Association, Inc. at a meeting held June 30, 1997, and by the membership of that Association at a membership meeting held July 15, 1997.

(d) By the Board of Directors of The Citadel South Condominium Association, Inc. at a meeting held June 30, 1997, and by the membership of that Association at a membership meeting held July 15, 1997.

(e) By the Board of Directors of The Citadel Condominium Recreational and Maintenance Association, Inc. at a meeting held June 30, 1997, and by the membership of that Association at a membership meeting held July 15, 1997.

2. The surviving corporation shall be The Citadel East Condominium Association, Inc. which shall be renamed The Citadel Condominium Association, Inc.

LAW OFFICES

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TELEPHONE (941) 433-7707 • TOLL FREE (800) 462-7780 • FAX (941) 433-5933

3. (a) As to The Citadel East Condominium Association, Inc., the Plan of Merger was adopted by at least 66 2/3% of the membership of the Association at a meeting of the membership held on July 15, 1997.

(b) As to The Citadel West Condominium Association, Inc., the Plan of Merger was adopted by at least 66 2/3% of the membership of the Association at a meeting of the membership held on July 15, 1997.

(c) As to The Citadel North Condominium Association, Inc., the Plan of Merger was adopted by at least 66 2/3% of the membership of the Association at a meeting of the membership held on July 15, 1997.

(d) As to The Citadel South Condominium Association, Inc., the Plan of Merger was adopted by at least 66 2/3% of the membership of the Association at a meeting of the membership held on July 15, 1997.

(e) As to The Citadel Condominium Recreational and Maintenance Association, Inc., the Plan of Merger was adopted by at least 66 2/3% of the membership of the Association and voting at a meeting of the membership held on July 15, 1997.

4. The Plan of Merger is attached herewith to these Articles of Merger as Exhibit "1."

5. The Articles of Incorporation and By-Laws of the surviving corporation, The Citadel Condominium Association, Inc., are attached hereto and made a part hereof as composite Exhibit "2."

By the Board of Directors of The
Citadel Condominium Association,
Inc. f/k/a The Citadel East
Condominium Association, Inc.

By:

R. Floyd Luckey, Jr., President
(Seal)

Attest:

Barbara A. Luckey
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. Floyd Luckey, Jr., well known to me to be the President of The Citadel Condominium Association, Inc. f/k/a The Citadel East Condominium Association, Inc. and he severally acknowledged before me that he executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of SEPTEMBER, 1997.

Karen Bieber
Notary Public (Seal)

My Commission Expires:



KAREN BIEBER
MY COMMISSION # CC409415 EXPIRES
September 25, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

By the Board of Directors of The Citadel
West Condominium Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: Barbara A. Kelley
Asst. Secretary

(SEAL)

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. Floyd Luckey, Jr., well known to me to be the President of The Citadel West Condominium Association, Inc. and he severally acknowledged before me that he executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of SEPTEMBER, 1997.

[Signature]
Notary Public (Seal)

My Commission Expires:



KAREN BIEBER
MY COMMISSION # 00409415 EXPIRES
September 25, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

By the Board of Directors of The
Citadel North Condominium
Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President
(Seal)

Attest: [Signature]
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. Floyd Luckey, Jr., well known to me to be the President of The Citadel North Condominium Association, Inc. and he severally acknowledged before me that he executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of SEPTEMBER, 1997.

[Signature]
Notary Public (Seal)

My Commission Expires: _____



KAREN DIEBER
MY COMMISSION #CC409415 EXPIRES
September 25, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

By the Board of Directors of The Citadel
South Condominium Association, Inc.

By: R. Floyd Luckey, Jr., President
(Seal)

Attest: Barbara A. Luckey
Notary Secretary

STATE OF FLORIDA)
COUNTY OF LEE) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. Floyd Luckey, Jr., well known to me to be the President of The Citadel South Condominium Association, Inc. and he severally acknowledged before me that he executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of SEPTEMBER, 1997.

Karen Bieber
Notary Public (Seal)

My Commission Expires:



KAREN BIEBER
MY COMMISSION # 00409415 EXPIRES
September 25, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

By the Board of Directors of The
Citadel Recreational and Maintenance
Association, Inc.

By: R. Floyd Luckey, Jr., President
(Seal)

Attest: Barbara A. Luckey
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF LEE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared R. Floyd Luckey, Jr., well known to me to be the President of The Citadel Recreational and Maintenance Association, Inc. and he severally acknowledged before me that he executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of SEPTEMBER, 1997.

Karen Bieber
Notary Public (Seal)

My Commission Expires: _____



KAREN BIEBER
MY COMMISSION # CC005415 EXPIRES
September 25, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

PLAN OF MERGER

THE CITADEL EAST CONDOMINIUM ASSOCIATION, INC.
THE CITADEL WEST CONDOMINIUM ASSOCIATION, INC.
THE CITADEL NORTH CONDOMINIUM ASSOCIATION, INC.
THE CITADEL SOUTH CONDOMINIUM ASSOCIATION, INC.
THE CITADEL CONDOMINIUM RECREATIONAL AND
MAINTENANCE ASSOCIATION, INC.

WHEREAS, The Citadel East Condominium Association, Inc. is the corporate entity responsible for the operation and management of the condominium known as The Citadel East Condominium, as more particularly described in the Declaration thereof, recorded at O.R. Book 1829, Page 3437, of the Public Records of Lee County, Florida,

WHEREAS, The Citadel West Condominium Association, Inc. is the corporate entity responsible for the operation and management of the condominium known as The Citadel West Condominium, as more particularly described in the Declaration thereof, recorded at O.R. Book 1882, Page 1752, of the Public Records of Lee County, Florida,

WHEREAS, The Citadel North Condominium Association, Inc. is the corporate entity responsible for the operation and management of the condominium known as The Citadel North Condominium, as more particularly described in the Declaration thereof, recorded at O.R. Book 1994, Page 3385, of the Public Records of Lee County, Florida,

WHEREAS, The Citadel South Condominium Association, Inc. is the corporate entity responsible for the operation and management of the condominium known as The Citadel South Condominium, as more particularly described in the Declaration thereof, recorded at O.R. Book 1773, Page 2352, of the Public Records of Lee County, Florida,

WHEREAS, The Citadel Condominium Recreational and Maintenance Association, Inc. is the corporate entity responsible for the operation and management of those certain parcels known as Recreation Area #1 and Recreation and Maintenance Area #2, as more particularly described in the Articles of Incorporation thereof, recorded at O.R. Book 1773, Page 2401, of the Public Records of Lee County, Florida,

WHEREAS, the Boards of Directors of all of the above-named corporations have met and determined that there is no purpose served by the existence of 5 separate corporations, and that simplicity of operation of the various condominiums will be enhanced by the merger of the aforementioned corporations;

THEREFORE BE IT RESOLVED that pursuant to Section 617.051 to 617.1103, Florida Statutes, the following plan of merger is hereby adopted.

1. The Citadel East Condominium Association, Inc., The Citadel West Condominium Association, Inc., The Citadel North Condominium Association, Inc., The Citadel South Condominium Association, Inc., and The Citadel Condominium Recreational and Maintenance Association, Inc. shall merge into The Citadel East Condominium Association, Inc., which shall be the surviving corporation, and

Exhibit

1/4

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which shall change its name to The Citadel Condominium Association, Inc.

2. Subsequent to the merger, The Citadel East Condominium Association, Inc. will be subject to the Articles of Incorporation and By-Laws adopted in conjunction with this merger, as referenced in and attached to the Articles of Merger.
3. The Citadel Condominium Association, Inc. shall, upon the merger, assume all the powers, rights, duties, assets and liabilities of the other five associations named herein.
4. This plan of merger shall require the merging corporations to adopt amendments to their Declarations of Condominium, all of which are attached to this Plan of Merger as Exhibit "A", and for the surviving corporation to adopt new Articles of Incorporation and By-Laws, which are attached to the Articles of Merger as referenced therein.
5. The adoption of this plan of merger shall not be construed as a consolidation of the various condominiums operated by the merging corporations.
6. This Plan of Merger shall become effective upon the approval of the Boards of Directors and membership of each merging corporation, pursuant to Section 617.1103, Florida Statutes, and the filing of Articles of Merger with the Department of State pursuant to Section 617.1105, Florida Statutes.

By the Board of Directors of The Citadel East Condominium Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: [Signature]
BARBARA A. LUCKEY, Asst. Secretary

By the Board of Directors of The Citadel West Condominium Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: [Signature]
BARBARA A. LUCKEY, Asst. Secretary

By the Board of Directors of The Citadel North
Condominium Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: [Signature]
BARBARA A. LUCKEY, Secretary
ASSISTANT

By the Board of Directors of The Citadel South
Condominium Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: [Signature]
BARBARA A. LUCKEY, Secretary
ASSISTANT

By the Board of Directors of The Citadel
Condominium Recreational and Maintenance
Association, Inc.

By: [Signature]
R. Floyd Luckey, Jr., President

Attest: [Signature]
BARBARA A. LUCKEY, Secretary
ASSISTANT

PROPOSED AMENDMENTS
DECLARATION
OF
THE CITADEL NORTH CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through~~

Proposed Amendment No. 1

4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

(Sections 4.1 through 4.3 Unchanged)

4.4 **"Association"** means The Citadel North Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

(Sections 4.4 through 4.16 Unchanged)

4.17 **"Recreational and Maintenance Association"** means and refers to The Citadel Condominium ~~Reereational and Maintenance~~ Association, Inc., a Florida not for profit which owns the areas designated on Exhibit "B" hereto as Recreation Area #1 and Recreation and Maintenance Area #2. This Association shall be responsible for the operation and maintenance of such areas. Each unit owner of The Citadel North Condominium shall automatically be a member of the Recreational and Maintenance Association.

~~4.17~~ 4.18 **"Rules and Regulations"** means the rules and regulations promulgated by the Board of Directors concerning the use of the ~~common elements~~ Condominium property and the operation of the Association.

Proposed Amendment No. 2 - Article 6

6. **CONDOMINIUM PARCELS; APPURTENANCES AND USE:**

(Sections 6.1 through 6.3 Unchanged)

6.4 **Recreational and Maintenance Association.** Attached hereto as Exhibit "E" are the Articles of Incorporation and By-Laws of The Citadel Condominium ~~Reereational and Maintenance~~ Association, Inc. It is the purpose of said Association to own and to provide for the maintenance, repair and upkeep of Recreation

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Area #1 and Recreation and Maintenance Area #2 as shown on Exhibit "B" to ~~this~~ the original Declaration, to permit the common usage and enjoyment of said area by all unit owners of The Citadel West Condominium, The Citadel East Condominium, The Citadel South Condominium, and The Citadel North Condominium, and their tenants and invited guests. In addition, said Association shall be organized to provide for the common maintenance of the access easement areas projected through the property. Each owner, by acquiring the ownership of a unit in The Citadel North Condominium, commits himself to membership in said Association and obligates himself to pay the assessments required for such maintenance. Each member of the Recreational and Maintenance association shall be obligated to pay 1/66th of the expenses of said Association, and shall own 1/66th of the common surplus of said Association.

(Remainder of Article Unchanged)

Proposed Amendment No. 3 - Article 9

9. **ASSOCIATION.** The operation of the Condominium is by The Citadel North Condominium Association, Inc., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 **Articles of Incorporation.** A copy of the original Articles of Incorporation of the Association is attached as Exhibit "C".

9.2 **By-Laws.** The original By-Laws of the Association shall be the By-Laws attached as Exhibit "D", as they shall be amended from time to time.

(Remainder of Article Unchanged)

Proposed Amendment No. 4 - Article 13

13. **LEASING OF UNITS:** All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section after receiving the approval of the Association if such approval is required. ~~The lessee must be one natural person.~~

~~13.1 **Procedures, Limitations.** Leasing or renting of a unit by a unit owner is not prohibited. Any owner desiring to lease his unit for a term of more than 180 days must have prior Association approval, and shall submit such request in writing to the Association or the Manager as may be designated by the~~

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Page 5 of 22

LAW OFFICES

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TELEPHONE (941) 433-7707 • TOLL FREE (800) 462-7780 • FAX (941) 433-5933

~~Association setting forth the name of the lessee, attaching a signed copy of lease and supplying any other information that may be required by the Association or the Manager. Approval of leases shall not be unreasonably withheld. No lease shall be made for a rental period of less than ninety (90) days. No subleasing or assignment of lease rights is permitted. Only entire units may be leased. There shall be no subdivision or subletting of units. Units may only be occupied by lessees as a single family residence.~~

(a) All leases shall be for a minimum period of thirty (30) days.

(b) The Board of Directors has the authority to approve all leases and renewals thereof, which authority may be delegated to a committee, managing agent, or a commercial tenant screening concern. The Association may charge a fee per applicant (except if husband/wife or parent/dependant child which shall be considered one applicant), for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(c) Any owner desiring to lease his unit shall submit such request in writing to the Association on the Application Form prescribed by the Board, together with such other information as the Board may require. The Association must either approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval. All requests for approval not acted within fifteen (15) days shall be deemed approved. Applications for renewal of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating a reason for the disapproval, and the lease shall not be made or renewed. The Association shall not have a duty to provide an alternate lessee.

(Remainder of Article Unchanged)

Proposed Amendment No. 5 - Article 14

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner shall be subject to the following provisions so long as the Condominium exists, which provisions each owner of a unit covenants to observe:

(Section 14.1 through 14.5 Unchanged)

Exhibit 11/11
Page 6 of 22

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14.6 Fees for Processing Applications for Approval to Purchase or Lease. Whenever herein the Board's approval is required to allow the sale, lease or other transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the approval, ~~such fee not to exceed \$50.00 in an amount to be determined by the Board of Directors from time to time, such fee not to exceed the maximum amount allowable by law.~~ No fee may be charged for approval of the renewal or extension of a lease with the same lessee.

Proposed Amendment No. 6 - Article 20

20. RIGHTS OF MORTGAGEES:

(Sections 20.1 and 20.2 Unchanged)

20.3 Mortgage Foreclosure. Except as otherwise provided by law, if the mortgagee of any first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure for unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (1) the units unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition of title; (2) 1% of the original mortgage debt. Should the Florida Statutes be amended to increase a mortgagee's liability for unpaid assessments, this provision shall be deemed likewise amended so as to be consistent with same., such acquiring of title shall not be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses which such acquirer is exempt from liability becomes a common expense collectible from all unit owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a condominium parcel by foreclosure (or by deed in lieu of foreclosure) may during the period of his ownership of such parcel, whether or not the parcel is occupied, be excused from the payment of any assessments coming due during the period of such ownership.

(Remainder of Article Unchanged)

67707-2

Exhibit

Page 7 of 22

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TELEPHONE (941) 433-7707 • TOLL FREE (800) 462-7780 • FAX (941) 433-5933

PROPOSED AMENDMENTS
DECLARATION
OF
THE CITADEL SOUTH CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through~~

Proposed Amendment No. 1

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

(Section A Unchanged)

B. "Association" shall mean The Citadel ~~South~~ Condominium Association, Inc., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

(Sections C through I Unchanged)

J. **Recreational and Maintenance Association:** Recreational and Maintenance Association shall mean The Citadel Condominium ~~Recreational and Maintenance Association, Inc., which shall be a corporation not for profit, and shall own the areas designated as Recreation Area #1 and Recreation and Maintenance Area #2 on Exhibit "B" attached hereto, and which Association shall be responsible for the operation and maintenance of such areas. Each unit owner of The Citadel South Condominium, The Citadel West Condominium, The Citadel North Condominium and The Citadel East Condominium shall be a member of the Recreational and Maintenance Association. Each unit owner of The Citadel East Condominium, The Citadel North Condominium and The Citadel West Condominium shall be members of the Association if, as and when the same shall be built, and the Developer herein makes no commitment as to the construction of such condominiums.~~

Proposed Amendment No. 2 - Article 14

14. **CONDOMINIUM ASSOCIATION.** ~~There is herewith established~~ The Citadel ~~South~~ Condominium Association, Inc., ~~which is or shall be incorporated as a corporation not for profit pursuant to the laws of the State of Florida. The members shall be comprised of all owners of apartments or units and membership in the Association shall be established by recordation in the Public Records of Lee County, Florida, a deed in fee title or other estate of ownership in land to the respective apartments or units. Upon such~~

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recordation, the membership of prior owners as to such apartment or unit shall be terminated. In the event the administration, management and control of the apartments or units and common elements shall be vested in it as provided by law and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, and such other powers as may be otherwise granted by law, the Association shall be governed by the By-Laws as are attached hereto and marked as Exhibit "A", or as the same may be subsequently amended. The resident agent of the Association for service or process shall be Flavio Filipetto, whose correct address is: 26547 Villanova Court, S.E., Bonita Springs, Florida 33923, until his successor shall be designated by the Association.

Proposed Amendment No. 3 - Article 15(C) and Article 16

15. USE RESTRICTIONS AND LIMITATION UPON SALE AND OWNERSHIP OF APARTMENTS OR UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

(Sections A and B Unchanged)

C. Leasing of Units. ~~Leasing or renting of a unit by a unit owner is not prohibited. Any owner desiring to lease his unit for more than one (1) year shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or the Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may hereafter be established. No lease shall be made for a rental period of less than thirty (30) days. This provision shall not apply to the Developer herein.~~

(1) Only entire units may be leased. There shall be no subdivision or subletting of units. Units may only be occupied by lessees as a single family residence.

(2) All leases shall be for a minimum period of thirty (30) days.

(3) The Board of Directors has the authority to approve all leases and renewals thereof, which authority may be delegated to a committee, managing agent, or a commercial tenant screening concern. The Association may charge a fee per applicant (except if husband/wife or parent/dependant child which shall be considered one applicant), for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(4) Any owner desiring to lease his unit shall submit such request in writing to the Association on the Application Form prescribed by the Board, together with such other information as the Board may require. The Association must either approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval. All requests for approval not acted within fifteen (15) days shall be deemed approved. Applications for renewal of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating a reason for the disapproval, and the lease shall not be made or renewed. The Association shall not have a duty to provide an alternate lessee.

16. LIMITATION UPON CONVEYANCE OR OWNERSHIP OF APARTMENT OR UNIT. In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments or units in the condominium, the conveyance and sale of an apartment or unit by any owner other than the Developer shall be subject to the following restrictions:

No apartment or unit owner may convey, sell, transfer or give an apartment or unit owned by him or lease the same, except as otherwise herein provided, without approval of the Board of Administration of the Association. The Association reserves the right of first refusal on any such proposed sale or transfer and shall be given thirty (30) days' written notice in which to make its election. In the event the owner of an apartment or unit shall desire to sell, convey lease or make a gift of the apartment or unit owned by him, or any interest therein, he shall give written notice to the President, or in his absence, any director of the Association, or in their absence, the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.... (REMAINDER OF PARAGRAPH STAYS THE SAME. PLEASE REFER TO CURRENT TEXT)

Proposed Amendment No. 4 - Article 18

18. RECREATIONAL AND MAINTENANCE ASSOCIATION. Attached hereto as Exhibit "F" are the initial Articles of Incorporation of The Citadel Condominium Recreational and Maintenance Association, Inc. It is the intention and purpose of said Association to own and to provide for the maintenance, repair and upkeep of Recreation Area #1 and Recreation and Maintenance Area #2 as reflect on Exhibit "B" attached to the original Declaration hereto, to permit the common usage and enjoyment of said area by all unit owners of The Citadel South Condominium herein declared for condominium use, and The Citadel East Condominium and The Citadel North Condominium, and The Citadel West Condominium, ~~if, as and when the same shall be constructed and~~ declared for condominium use. In addition, said Association shall be organized to provide for the common maintenance of the access easement areas projected through the property and each owner, by acquiring the ownership of a unit in The Citadel West Condominium, commits himself to membership in said Association and the assessments required for such maintenance.

Proposed Amendment No. 5 - Article 19

1920. MISCELLANEOUS PROVISIONS:

(Sections a. through c. Unchanged)

d. All notices as herein provided shall be by United States Certified Regular Mail or by hand-delivery.

(Sections e. through i. Unchanged)

j. ~~A pre-set fee of \$50.00 shall be charged by the Association for any sale or transfer of a unit owner to cover the Association's expenditures and services in regard to the approval.~~ The written notice that must be provided to the Association by a unit owner who is desirous of selling, transferring or leasing his unit must be accompanied by a screening fee (up to the highest maximum amount as allowed by law, as may be determined by the Board of Directors from time to time) per applicant, except if husband/wife or parent/dependent child, which shall be considered one applicant. The application shall not be considered complete without submission of said screening fee which shall cover the Association's expenditures and services in regard to the review of the application.

(Sections k. through m. Unchanged)

n. Any mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure for unpaid assessments that became due prior to the mortgagee's acquisition of title is responsible for the lesser of: (1) the units unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition; or (2) 1% of the original mortgage debt. Should the Florida Statutes be amended to increase a mortgagee's liability for unpaid assessments, this provision shall be deemed likewise amended so as to be consistent with same. In addition, such mortgage holder shall be responsible for payment of all expenses during the period of his or its ownership of such unit. ~~, may be excused from payment of any unpaid liens for common expenses unpaid by the Mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage; provided, that this shall not excuse such mortgage holder from payment of any such expenses during the period of his or its ownership of such unit.~~

o. The protection, maintenance, repair, and replacement of the common elements is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements costing more than \$5,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. However, 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 approval is required.

PROPOSED AMENDMENTS

DECLARATION
OF
THE CITADEL EAST CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through~~

Proposed Amendment No. 1

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

(Section A Unchanged)

B. "Association" shall mean The Citadel East Condominium Association, Inc., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

(Sections C through I Unchanged)

J. **Recreational and Maintenance Association:** Recreational and Maintenance Association shall mean The Citadel Condominium ~~Recreational and Maintenance Association, Inc.,~~ which shall be a corporation not for profit, and shall own the areas designated as Recreation Area #1 and Recreation and Maintenance Area #2 on Exhibit "B" attached hereto, and which Association shall be responsible for the operation and maintenance of such areas. Each unit owner of The Citadel East Condominium, and The Citadel South Condominium, The Citadel North Condominium and The Citadel West Condominium shall be a member of the Recreational and Maintenance Association. ~~Each unit owner of The Citadel North Condominium and The Citadel West Condominium shall be members of the Association if, as and when the same shall be built, and the Developer herein makes no commitment as to the construction of such condominiums.~~

Proposed Amendment No. 2 - Article 14

14. CONDOMINIUM ASSOCIATION. ~~There is herewith established~~ The Citadel East Condominium Association, Inc., ~~which is or shall be incorporated~~ ed as a corporation not for profit pursuant to the laws of the State of Florida. The members shall be comprised of all owners of apartments or units and membership in the Association shall be established by recordation in the Public Records of Lee County, Florida, a deed in fee title or other estate of ownership in land to the respective apartments or units. Upon such recordation, the membership of prior owners as to such apartment or

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unit shall be terminated. In the event the administration, management and control of the apartments or units and common elements shall be vested in it as provided by law and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, and such other powers as may be otherwise granted by law, the Association shall be governed by the By-Laws ~~as are attached hereto and marked as Exhibit "A", or as the same may be subsequently amended.~~ The resident agent of the Association for service or process shall be Flavio Filipetto, whose ~~correct address is: 26547 Villanova Court, S.E., Bonita Springs, Florida 33923, until his successor shall be designated by the Association.~~

Proposed Amendment No. 3 - Article 15(C) and Article 16

15. USE RESTRICTIONS AND LIMITATION UPON SALE AND OWNERSHIP OF APARTMENTS OR UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

(Sections A and B Unchanged)

C. ~~Leasing of Units. Leasing or renting of a unit by a unit owner is not prohibited. Any owner desiring to lease his unit for more than one (1) year shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the lessee, the type of lease to be used and supply any other information as may be required by the Association or the Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may hereafter be established. No lease shall be made for a rental period of less than thirty (30) days. This provision shall not apply to the Developer herein.~~

(1) Only entire units may be leased. There shall be no subdivision or subletting of units. Units may only be occupied by lessees as a single family residence.

(2) All leases shall be for a minimum period of thirty (30) days.

(3) The Board of Directors has the authority to approve all leases and renewals thereof, which authority may be delegated to a committee, managing agent, or a commercial tenant screening concern. The Association may charge a fee per applicant (except if husband/wife or parent/dependant child which shall be considered one applicant), for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

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(4) Any owner desiring to lease his unit shall submit such request in writing to the Association on the Application Form prescribed by the Board, together with such other information as the Board may require. The Association must either approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval. All requests for approval not acted within fifteen (15) days shall be deemed approved. Applications for renewal of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating a reason for the disapproval, and the lease shall not be made or renewed. The Association shall not have a duty to provide an alternate lessee.

16. LIMITATION UPON CONVEYANCE OR OWNERSHIP OF APARTMENT OR UNIT. In keeping with the policy of maintaining a community of congenial residents, and for the benefit of all residents and owners of apartments or units in the condominium, the conveyance and sale of an apartment or unit by any owner other than the Developer shall be subject to the following restrictions:

No apartment or unit owner may convey, sell, transfer or give an apartment or unit owned by him or lease the same, except as otherwise herein provided, without approval of the Board of Administration of the Association. The Association reserves the right of first refusal on any such proposed sale or transfer and shall be given thirty (30) days' written notice in which to make its election. In the event the owner of an apartment or unit shall desire to sell, convey lease or make a gift of the apartment or unit owned by him, or any interest therein, he shall give written notice to the President, or in his absence, any director of the Association, or in their absence, the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.... (REMAINDER OF PARAGRAPH STAYS THE SAME. PLEASE REFER TO CURRENT TEXT)

Proposed Amendment No. 4 - Article 18

18. RECREATIONAL AND MAINTENANCE ASSOCIATION. Attached hereto as Exhibit "F" are the initial Articles of Incorporation of The Citadel Condominium Recreational and Maintenance Association, Inc. It is the intention and purpose of said Association to own and to provide for the maintenance, repair and upkeep of Recreation Area #1 and Recreation and Maintenance Area #2 as reflect on Exhibit "B" attached hereto, to permit the common usage and enjoyment of said area by all unit owners of The Citadel East Condominium herein declared for condominium use, and The Citadel South Condominium ~~(previously built)~~, and The Citadel North Condominium and The Citadel West Condominium, ~~if, as and when the~~

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~~same shall be constructed and declared for condominium use. In addition, said Association shall be organized to provide for the common maintenance of the access easement areas projected through the property and each owner, by acquiring the ownership of a unit in The Citadel South Condominium, commits himself to membership in said Association and the assessments required for such maintenance.~~

Proposed Amendment No. 5 - Article 20

20. MISCELLANEOUS PROVISIONS:

(Sections a. through c. Unchanged)

d. All notices as herein provided shall be by United States Certified Regular Mail or by hand-delivery.

(Sections e. through i. Unchanged)

j. ~~A pre-set fee of \$50.00 shall be charged by the Association for any sale or transfer of a unit owner to cover the Association's expenditures and services in regard to the approval. The written notice that must be provided to the Association by a unit owner who is desirous of selling, transferring or leasing his unit must be accompanied by a screening fee (up to the highest maximum amount as allowed by law, as may be determined by the Board of Directors from time to time) per applicant, except if husband/wife or parent/dependent child, which shall be considered one applicant. The application shall not be considered complete without submission of said screening fee which shall cover the Association's expenditures and services in regard to the review of the application.~~

(Sections k. through m. Unchanged)

n. Any mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure for unpaid assessments that became due prior to the mortgagee's acquisition of title is responsible for the lesser of: (1) the units unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition; or (2) 1% of the original mortgage debt. Should the Florida Statutes be amended to increase a mortgagee's liability for unpaid assessments, this provision shall be deemed likewise amended so as to be consistent with same. In addition, such mortgage holder shall be responsible for payment of all expenses during the period of his or its ownership of such unit. , may be excused from payment of any unpaid liens for common expenses unpaid by the Mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage; provided, that this shall not

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~~excuse such mortgage holder from payment of any such expenses during the period of his or its ownership of such unit.~~

o. The protection, maintenance, repair, and replacement of the common elements is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements costing more than \$5,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. However, 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 approval is required.

PROPOSED AMENDMENTS

DECLARATION
OF
THE CITADEL WEST CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through~~

Proposed Amendment No. 1

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

(Section A Unchanged)

B. "Association" shall mean The Citadel West Condominium Association, Inc., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

(Sections C through I Unchanged)

J. **Recreational and Maintenance Association:** Recreational and Maintenance Association shall mean The Citadel Condominium ~~Recreational and Maintenance Association, Inc.~~, which shall be a corporation not for profit, and shall own the areas designated as Recreation Area #1 and Recreation and Maintenance Area #2 on Exhibit "B" attached hereto, and which Association shall be responsible for the operation and maintenance of such areas. Each unit owner of The Citadel West Condominium, The Citadel South Condominium, The Citadel North Condominium and The Citadel East Condominium shall be a member of the Recreational and Maintenance Association. ~~Each unit owner of The Citadel East Condominium and The Citadel South Condominium, and The Citadel North Condominium shall be members of the Association if, as and when the latter shall be built, and the Developer herein makes no commitment as to the construction of such condominiums.~~

Proposed Amendment No. 2 - Article 14

14. **CONDOMINIUM ASSOCIATION.** ~~There is herewith established~~ The Citadel West Condominium Association, Inc., ~~which is or shall be~~ incorporated as a corporation not for profit pursuant to the laws of the State of Florida. The members shall be comprised of all owners of apartments or units and membership in the Association

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shall be established by recordation in the Public Records of Lee County, Florida, a deed in fee title or other estate of ownership in land to the respective apartments or units. Upon such recordation, the membership of prior owners as to such apartment or unit shall be terminated. In the event the administration, management and control of the apartments or units and common elements shall be vested in it as provided by law and such authority and powers as granted to a corporation not for profit under the laws of the State of Florida, and such other powers as may be otherwise granted by law, the Association shall be governed by the By-Laws ~~as are attached hereto and marked as Exhibit "A",~~ or as the same may be subsequently amended. ~~The resident agent of the Association for service or process shall be Flavio Filippetto, whose correct address is: 26547 Villanova Court, S.E., Bonita Springs, Florida 33923, until his successor shall be designated by the Association.~~

Proposed Amendment No. 3 - Article 15(C) and Article 16

15. USE RESTRICTIONS AND LIMITATION UPON SALE AND OWNERSHIP OF APARTMENTS OR UNITS. Use of the property herein submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

(Sections A and B Unchanged)

C. ~~Leasing of Units. Leasing or renting of a unit by a unit owner is not prohibited. Any owner desiring to lease his unit for more than one (1) year shall submit such request in writing to the Association or the Manager as may be designated by the Association setting forth the name of the Lessee, the type of lease to be used and supply any other information as may be required by the Association or the Manager. Approval of tenants shall not be unreasonably withheld. Provided, however, that no lease granted shall in any vitiate or lessen any part of this Declaration or any restriction upon use of the apartment or unit as herein established or as may hereafter be established. No lease shall be made for a rental period of less than thirty (30) days. This provision shall not apply to the Developer herein.~~

(1) Only entire units may be leased. There shall be no subdivision or subletting of units. Units may only be occupied by lessees as a single family residence.

(2) All leases shall be for a minimum period of thirty (30) days.

(3) The Board of Directors has the authority to approve all leases and renewals thereof, which authority may be delegated to a committee, managing agent, or a commercial tenant screening concern. The Association may charge a fee per applicant (except if husband/wife or parent/dependant child which shall be considered one applicant), for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(4) Any owner desiring to lease his unit shall submit such request in writing to the Association on the Application Form prescribed by the Board, together with such other information as the Board may require. The Association must either approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval. All requests for approval not acted within fifteen (15) days shall be deemed approved. Applications for renewal of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating a reason for the disapproval, and the lease shall not be made or renewed. The Association shall not have a duty to provide an alternate lessee.

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No apartment or unit owner may convey, sell, transfer or give an apartment or unit owned by him or lease the same, except as otherwise herein provided, without approval of the Board of Administration of the Association. The Association reserves the right of first refusal on any such proposed sale or transfer and shall be given thirty (30) days' written notice in which to make its election. In the event the owner of an apartment or unit shall desire to sell, convey ~~lease~~ or make a gift of the apartment or unit owned by him, or any interest therein, he shall give written notice to the President, or in his absence, any director of the Association, or in their absence, the resident agent of the Association, in writing, by United States Mail, attaching thereto an executed copy of such proposed contract.... (REMAINDER OF PARAGRAPH STAYS THE SAME. PLEASE REFER TO CURRENT TEXT)

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Exhibit

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Proposed Amendment No. 4 - Article 18

18. RECREATIONAL AND MAINTENANCE ASSOCIATION. Attached hereto as Exhibit "F" are the initial Articles of Incorporation of The Citadel Condominium Recreational and Maintenance Association, Inc. It is the intention and purpose of said Association to own and to provide for the maintenance, repair and upkeep of Recreation Area #1 and Recreation and Maintenance Area #2 as reflect on Exhibit "B" attached hereto, to permit the common usage and enjoyment of said area by all unit owners of The Citadel West Condominium herein declared for condominium use, and The Citadel East Condominium and The Citadel South Condominium, and The Citadel North Condominium, ~~if, as and when the latter shall be constructed~~ and declared for condominium use. In addition, said Association shall be organized to provide for the common maintenance of the access easement areas projected through the property and each owner, by acquiring the ownership of a unit in The Citadel West Condominium, commits himself to membership in said Association and the assessments required for such maintenance.

Proposed Amendment No. 5 - Article 20

20. MISCELLANEOUS PROVISIONS:

(Sections a. through c. Unchanged)

d. All notices as herein provided shall be by United States Certified Regular Mail or by hand-delivery.

(Sections e. through i. Unchanged)

j. ~~A pre-set fee of \$50.00 shall be charged by the Association for any sale or transfer of a unit owner to cover the Association's expenditures and services in regard to the approval.~~ The written notice that must be provided to the Association by a unit owner who is desirous of selling, transferring or leasing his unit must be accompanied by a screening fee (up to the highest maximum amount as allowed by law, as may be determined by the Board of Directors from time to time) per applicant, except if husband/wife or parent/dependent child, which shall be considered one applicant. The application shall not be considered complete without submission of said screening fee which shall cover the Association's expenditures and services in regard to the review of the application.

(Sections k. through m. Unchanged)

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n. Any mortgagee who shall acquire title by reason of foreclosure or deed transfer in lieu of foreclosure for unpaid assessments that became due prior to the mortgagee's acquisition of title is responsible for the lesser of: (1) the units unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition; or (2) 1% of the original mortgage debt. Should the Florida Statutes be amended to increase a mortgagee's liability for unpaid assessments, this provision shall be deemed likewise amended so as to be consistent with same. In addition, such mortgage holder shall be responsible for payment of all expenses during the period of his or its ownership of such unit. , may be excused from payment of any unpaid liens for common expenses unpaid by the Mortgagor which were not recorded in the Public Records of Lee County, Florida, prior to recording of such first mortgage; provided, that this shall not excuse such mortgage holder from payment of any such expenses during the period of his or its ownership of such unit.

o. The protection, maintenance, repair, and replacement of the common elements is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements costing more than \$5,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. However, 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 approval is required.

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE CITADEL CONDOMINIUM ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION -
SEE CURRENT ARTICLES OF INCORPORATION FOR THE CITADEL EAST
CONDOMINIUM ASSOCIATION, INC. FOR CURRENT TEXT

We, the undersigned, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, acknowledge and file these Articles of Incorporation in the office of the Secretary of the State of Florida.

1. **NAME.** The name of this corporation shall be THE CITADEL CONDOMINIUM ASSOCIATION, INC. ("Association").

2. **PURPOSE AND POWERS.** The purposes for which this corporation is formed are as follows:

2.1 To operate, maintain, repair, improve, reconstruct and administer the condominium property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in THE CITADEL WEST CONDOMINIUM, THE CITADEL NORTH CONDOMINIUM, THE CITADEL EAST CONDOMINIUM, THE CITADEL SOUTH CONDOMINIUM (the "Condominiums") in accordance with Chapter 718, Florida Statutes ("Condominium Act"), and to operate and maintain the property subject to the lands of Recreation Area #1 and Recreational and Maintenance Area #2 serving said Condominiums, and to own, operate, lease, and sell and trade property, whether real or personal, including units in the condominiums as may be necessary or convenient in the administration of the condominiums.

2.2 To carry out the duties and obligations and receive the benefits given the Association by the Articles of Incorporation, the Association's By-Laws, and the Declarations of Condominium ("Declarations") of the Condominiums.

2.3 To establish By-Laws for the operation of the condominium property ("By-Laws"), provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Act, the Declarations, these Articles of Incorporation and the By-Laws.

2.4 To contract for the management of the Condominiums and any other property operated by the Association and to delegate to the party with whom such contract has been executed the appropriate powers and duties of the Association except those which require specific action by or approval of the Board of Directors or members of the Association ("Members").

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2.5 The Association shall have all of the common law and statutory powers under the laws of the State of Florida, those powers provided by the Condominium Act, as same may be amended from time to time, and those powers provided by the not-for-profit corporation statute, as same may be amended from time to time.

2.6 To provide for the ownership, operation, maintenance, and preservation of the parking areas, private roadways, recreation facilities, green areas, and other commonly used facilities within the development known as The Citadel Development located in Lee County, Florida.

2.7 Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declarations, as amended from time to time, and recorded or to be recorded in the Public Records of Lee County, Florida; said Declaration incorporated herein as if set forth at length.

2.8 Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

2.9 Dedicate, sell, or transfer all or any part of the Common Open Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer.

2.10 To assign parking place(s) to Unit Owners in The Citadel Development.

3. MEMBERS.

3.1 The members of the Association shall consist of the record owners of all units in the following condominiums: THE CITADEL EAST CONDOMINIUM, THE CITADEL NORTH CONDOMINIUM, THE CITADEL WEST CONDOMINIUM, and THE CITADEL SOUTH CONDOMINIUM, as well as members in Recreation Area #1 and Recreational and Maintenance Area #2. Memberships in the Association shall automatically terminate when a member conveys title to their Unit. If a member sells his Unit under the provisions of the Declaration, his purchaser shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

3.2 The Owner of a Unit shall have one vote in all elections of the Association. An individual, corporation or other entity owning an interest in more than one Unit may be designed as the voting Member for each Residential Unit in which he or it owns an interest.

3.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit. No part of the income of the Association shall be distributed to its Members, Directors, or Officers.

4. **EXISTENCE.** This Association shall have perpetual existence.

5. **SUBSCRIBERS.** The names and addresses of the subscribers to the Articles are the original subscribers for The Citadel East Condominium Association, Inc. n/k/a The Citadel Condominium Association, Inc. This corporation is the surviving corporation resulting from merger of this corporation with four condominium associations and two recreational areas into The Citadel Condominium Development.

6. **DIRECTORS.**

6.1 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than fifteen (15) persons ("Directors").

6.2 Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. The initial directors and officers of The Citadel Condominium Association, Inc. shall be the directors and officers of THE CITADEL CONDOMINIUM RECREATIONAL AND MAINTENANCE ASSOCIATION, INC. Said initial directors shall serve until the next Annual Meeting of members. At the next Annual Meeting of the Members, the number of Directors shall be determined in advance of the election by the Board of Directors. All Directors must be members of the Association.

6.3 All officers shall be elected by the Board of Directors in accordance with the By-Laws at the Regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect from among the Members a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable. All officers must be elected from the membership of the Board of Directors.

7. **OFFICERS.** Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors.

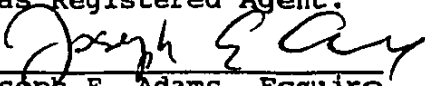
8. **AMENDMENTS.** These Articles of Incorporation may be amended at anytime by the affirmative vote of not less than a majority of the membership of the Association present (in person or by proxy) and voting at a duly noticed meeting of the Association). Any new amendment to these Articles of Incorporation shall not be effective unless and until a certificate of such amendment is filed with the Secretary of State and recorded in the Public Records of Lee County, Florida.

9. **INDEMNIFICATION.** Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

10. **ADDRESS.** The principal address of the Association shall be 9845 Citadel Lane, Unit #100, Bonita Springs, Florida 34135, or at such other place as may be subsequently designated by the Board of Directors.

11. REGISTERED AGENT. The name of the registered agent is Becker & Poliakoff, P.A., c/o Joseph E. Adams, Esquire. The address is 13515 Bell Tower Drive, Suite 101, Fort Myers, Florida 33907.

I hereby accept the appointment as Registered Agent.


Joseph E. Adams, Esquire
Becker & Poliakoff, P.A.
13515 Bell Tower Drive
Suite 101
Fort Myers, FL 33907

AMENDED AND RESTATED BY-LAWS

OF

THE CITADEL CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF BY-LAWS -
SEE CURRENT BY-LAWS FOR CURRENT TEXT**

1. IDENTITY. These are the By-Laws of The Citadel Condominium Association, Inc., a Florida not-for-profit Corporation formed for the purpose of administering the following condominiums: The Citadel East Condominium, The Citadel South Condominium; The Citadel West Condominium, The Citadel North Condominium (hereinafter "the Condominiums") which are located at Bonita Springs, Lee County, Florida, upon the lands described in the Declarations of Condominium thereof and also for the purpose of operating and maintaining the lands subject in said Declarations referred to as The Citadel Recreation Area #1 and Recreation and Maintenance Area #2 (The corporation may hereafter be referred to as the "Association.")

1.1 Office. The office of the Association shall be at 9845 Citadel Lane, Unit #100, Bonita Springs, Florida 34135, or such other location within Lee County, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. The seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation.

1.4 Definitions. All terms used in these Amended and Restated By-Laws shall have the same meaning, to the extent applicable as set forth in the Declaration of Condominium for the Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as amended from time to time.

1.5 Condominium Documents. The term Condominium Documents shall mean the Declarations of Condominium, the Declaration of Restrictions and Easements for Common Open Space, Articles of Incorporation of the Association, these Amended and Restated By-Laws, and the Rules and Regulations of the Association, any other document referenced in the Declaration of Restrictions and Easements for Common Open Space and the Declaration of Condominium for each condominium operated by the Association, as

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constituting part of the Condominium Documents, all as amended from time to time.

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. Annual members' meetings shall be held at the office of the Association or at such other convenient location as may be determined by the Board of Directors on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and shall be called by the President within a reasonable time of receipt of written notice from 25% of the voting interests of the Association. Members' meetings to recall a member or members of the Board of Directors may be called by 10% of the voting interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to F.S. 718.112(2)(k) (1995), as amended from time to time.

2.3 Notice of Members' Meetings. Notice of all members' meetings, stating the time, place, and purpose(s) of meeting, shall be sent to each unit owner by United States mail, unless waived in writing, at least 14 days prior to the meeting as to annual meetings and 10 days as to special meetings. Hand delivery is acceptable where permissible by law. Any members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association or other person providing notice shall execute an affidavit of mailing per F.S. 718.112(2)(d)(2) (1995), as amended from time to time, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda shall be posted at a conspicuous location on the Association Property.

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

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting.

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2.4.1 Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the units must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

2.4.4 It is the intention of this Article 2.4 to "opt out" of the statutory election procedures found at Section 718.112(2)(d), Florida Statutes (1995). To this end, the Board may establish additional election rules as it deems appropriate to ensure a fair election process. Substantial compliance with these By-Laws relative to election procedures is sufficient.

2.5 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the Condominium Documents require a larger percentage in which case the percentage required in F.S. 718 or the Condominium Documents shall govern.

2.6 Indivisible Vote. Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not authorized.

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2.7 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. 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 as well as meeting procedural issues. An executed telegram or cablegram 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. The use of proxies is to be liberally construed.

2.8 No Quorum. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.9 Order of Business. The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Appointment of inspectors of election;
- (d) Election of Directors;
- (e) Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu

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thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote if a consent in writing setting forth the action so taken, shall be signed by the requisite number of voting interests to approve the action. Members may also consent in writing to action taken at a meeting, before or after the meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

2.11 Class Voting. The unit owners in each of the Condominiums shall constitute a separate voting category and the membership of each category shall be entitled to vote upon matters having an effect solely upon its interests and the members of no other category may vote thereon. All members of all categories shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of directors. The Board of Directors shall, in all instances, determine which categories shall be entitled to vote upon matters, and the Board's determination shall be binding and final provided, however, that the Board's determination must be made in good faith and have a reasonable basis.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of not less than three (3) and no more than fifteen (15) Directors. All Directors

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shall be members of the Association. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. All Directors will be elected for a three (3) year term. It is the intention of these By-Laws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

3.2 Board Vacancies. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that when a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or facsimile at least three days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be

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deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously as provided in Section 2.3 of these Amended and Restated By-Laws at least 48 continuous hours in advance of the meeting for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered, shall be mailed or delivered to the unit owners and posted conspicuously as provided in Section 2.3 of these Amended and Restated By-Laws not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the person giving notice and shall be filed among the official records of the Association.

3.8 Owner Participation in Board and Committee Meetings. Meetings of the Board of Directors and Committees (as defined in Chapter 718), at which a majority of the members of the Board or committee are present, shall be open to all unit owners, except as provided in Section 4.15 hereof. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise provided by the Board, each unit owner is entitled to speak for three minutes with reference to designated agenda items.

3.9 Board Meetings, Quorum, and Voting. A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers) and a vote or abstention for each member present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these Amended and Restated By-Laws, and the Rules and Regulations of the Association, all as amended from time to time, shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

4.1 To Assess. The Directors may adopt budgets and make and collect special and periodic assessments against owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors may use the proceeds of assessments in the exercise of its powers and duties.

4.3 To Maintain The Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors may enact Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the units, common elements, limited common elements, and Association property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Condominium.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the units, common elements, limited common elements, and association property improvements after casualty and to further improve the property, as specified in the Declaration of Condominium.

4.6 To Approve Transfers. The Directors may approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Condominium, and to charge a preset fee, not to exceed the maximum permissible by law, in connection

with such right of approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements or Association property, in the manner provided by law.

4.7 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and to interpret said Condominium Documents, as the final arbiter of their meaning.

4.8 To Contract. The Directors may contract for management of the Condominium.

4.9 To Insure. The Directors may carry insurance for the protection of the unit owners and the Association, pursuant to requirements contained in Chapter 718, Florida Statutes, as amended from time to time.

4.10 To Pay Utility Bills. The Directors may pay the cost of all utility services rendered to the Condominium and not billed to owners of individual units.

4.11 To Hire and Discharge. The Directors may employ personnel and designate other officers to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.12 To Sue and Be Sued. The Directors may bring and defend suits, make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases, and other instruments by its officers and to purchase, own, lease, convey, and encumber real and personal property. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

4.13 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding 5% of the gross budget (including reserves) except for contracts with employees of the Association, attorneys, accountants, architects, engineers and landscape architects, and community association managers, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid. A contract executed before January 1, 1992 and any renewal thereof is not subject to competitive bid requirements of this Section. If a contract was awarded under the competitive bid

procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty days' notice. Materials, equipment, or services provided to a condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Section. The Association may opt out of competitive bidding requirements, by a unit owner vote, in the manner provided by law.

4.14 To Levy Fines. The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions and the Condominium Documents, including the Rules and Regulations, by owners, occupants, licensees, tenants, and invitees.

4.14.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.14.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Amended and Restated By-Laws, Rules and Regulations or Board policies which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

4.14.3 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 held before a Committee of other unit owners. If the

Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

4.15 To Appoint Committees. The Directors may appoint committees. All committees and committee members shall serve at the pleasure of the Board. Any committee formed for the purpose of preparing a budget to recommend to the Board of Directors or any committee which is delegated by the Board of Directors the authority to take final action for the Association shall conduct its affairs in the same manner as provided in these Amended and Restated By-Laws for the Board of Directors' meeting. All other committees may meet and conduct their affairs in private without prior notice or unit owner participation, unless the Board of Directors directs otherwise.

4.16 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

4.17 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for each building within 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, or shall be structured to ensure that installed shutters are in compliance 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, provided that the Board may condition approval upon the unit owner's agreement to execute appropriate documentation regarding same.

4.18 To Exercise Emergency Powers. In the event of any "emergency" as defined in Section 4.18.8 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.

4.18.1 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.

4.18.2 The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

4.18.3 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.

4.18.4 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.

4.18.5 The Board may use reserve funds to meet Association needs.

4.18.6 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 willful misconduct.

4.18.7 These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

4.18.8 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:

- (a) a state of emergency declared by local civil or law enforcement authorities;
- (b) a hurricane warning;
- (c) a partial or complete evacuation order;
- (d) federal or state "disaster area" status; or
- (e) 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.

5. OFFICERS.

5.1 Executive Officers. The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

5.7 Indemnification.

5.7.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

5.7.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

5.7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

5.7.4 Miscellaneous. The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of 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.

5.7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

5.7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

5.8 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

6. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a business-like manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

7. FISCAL MANAGEMENT. Shall be in accordance with the following provisions:

7.1 Budget. A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium, as provided by the Condominium Act, as amended from time to time. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to

be common expenses under these Amended and Restated By-Laws. The proposed budget shall include reserves per the Condominium Act, as amended from time to time, the funding of which may later be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 7.2 hereof.

7.2 Mailing. A copy of the proposed annual budget shall be mailed or delivered to the unit owners not less than 14 days prior to the meeting of the Directors at which the budget will be adopted together with a notice of the meeting.

7.3 Assessments. The annual shares of the unit owners of the common expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.7 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

7.5 Assessment Roll. The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

7.6 Liability for Assessments and Charges. A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges, or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act (1995), as amended from time to time.

7.7 Liens for Assessments. The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees for collection, including appeals, shall be secured by a continuing lien upon the unit.

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

7.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's incurred, and then to the assessment payment first due.

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

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

7.12 Association Depository. The depository of the Association shall be a bank or banks or state or federal savings and loan associations with offices in Florida and other governmentally insured or guaranteed depositories as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

7.13 Commingling of Funds Prohibited. All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity. Reserve funds and operating funds of the Association may not be commingled, except as provided by law.

7.14 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22.0061, Florida Administrative Code (1995), as amended from time to time, and with F.S. 718.111(13) or (14) (1995), as amended from time to time, as determined in the Rule based upon the amount of the Association's budget from time to time.

7.15 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in F.S. 718.112(2)(j) (1995), as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a guide to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. The meetings of the Members shall be conducted in accordance with these Amended and Restated By-Laws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chairman of the Members' meetings, who shall be the President of the Association unless he or the Board of Directors designates a third person, shall be binding unless contrary to law.

9. BY-LAW AMENDMENTS. Amendments to the Amended and Restated By-Laws shall be adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which a proposed amendment is considered.

9.2 Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the voting interests.

9.3 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of a majority of the voting interests of the Association, present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present.

9.4 Effective Date. An amendment when adopted shall become effective only after being recorded in the Lee County Public Records according to law.

9.5 Automatic Amendment. These Amended and Restated By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Articles of Incorporation. Whenever Chapter 718, Chapter 617 or other applicable statutes or administrative regulations are

amended to impose procedural requirements less stringent than set forth in these Amended and Restated By-Laws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Amended and Restated By-Laws as the Board deems necessary to comply with such operational changes as may be contemplated by future amendments to chapters 607, 617, and 718 of the Florida Statutes, or other statutes or administrative regulations which govern the operation of the Association.

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

10. DISPUTE RESOLUTION.

10.1 Mandatory Arbitration. If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255(1) (1995), as amended from time to time, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

10.2 Unit Owner Complaints. When a unit owner files a written complaint by certified mail with the Board, the Board shall respond in writing to the unit owner within 30 days of receipt of said complaint. The Board's response shall either give a substantive response to the complainant, or notify the complainant that legal advice has been requested, or notify the complainant that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint. In the event of a grievance of a unit owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including

but not limited to arbitration) and they shall be allowed a period of 30 days in which to resolve the grievance.

10.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a unit owner or other party as maybe available to the Association under the laws of the State of Florida or the Condominium Documents.

11. MISCELLANEOUS. The following miscellaneous provisions shall apply to these Amended and Restated By-Laws and the Condominium Documents.

11.1 Conflicts. The term "Condominium Documents," as used in these Amended and Restated By-Laws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Amended and Restated By-Laws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Amended and Restated By-Laws; and
4. Rules and Regulations.

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

11.3 Severability. In the event that any provisions of these Amended and Restated By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.