

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

N96000006317

Edgewater at Carlton Lakes
Condominium Association Inc.

300004654999--5
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****105.00 ****105.00

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger + N.C.
C. Coulllette OCT 26 2001

Signature _____

Requested by: *SK*

Name _____

Date *10/26/01*

Time *10:14*

Walk-In _____

Will Pick Up _____

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Trade/Service Mark _____
☒ Merger File _____
Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
Cert. Copy _____
☒ Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
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Vehicle Search _____
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

2001 OCT 26 AM 11:50
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a
Florida corporation, N96000006315

EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a
Florida corporation N97000001231

INTO

EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. which
changed its name to

EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a
Florida entity, N96000006317.

File date: October 26, 2001

Corporate Specialist: Cheryl Coulliette

REVISED
08/10/01

ARTICLES OF MERGER

EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC.

Pursuant to §617.1105, Florida Statutes, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., and EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. all Florida corporations not-for-profit, has been duly approved, as follows:
 - (a) By the Board of Directors of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., at a meeting held 9/27, 2001, and by the membership of that Association at a membership meeting held September 27, 2001.
 - (b) By the Board of Directors of EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., at a meeting held 9/27, 2001, and by the membership of that Association at a membership meeting held September 27, 2001.
 - (c) By the Board of Directors of EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. on behalf of the Board and the membership at a meeting held September 27, 2001.
2. The surviving corporation shall be the corporation formerly known as EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. the name of which is now changed to EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
3. The Plan of Merger was adopted by at least two-thirds (2/3) of the voting interests who were entitled to cast a vote at the membership meeting of the corporations on the dates referenced above.
4. The Plan of Merger is attached herewith to these Articles of Merger as Exhibit "I."
5. The Articles of Incorporation of the surviving corporation are being amended and restated in their entirety, pursuant to Section 617.0201, Florida Statutes. The Amended and Restated Articles of Incorporation of the surviving corporation are attached as Exhibit "D" to the Plan of Merger.
6. The effective date of the merger shall be October 1, 2001.

Dated this 4th day of ~~September~~ October, 2001.

By the Board of Directors of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.

By: Clanor Lowe, President

Attest: Tracie B. Lipp, Secretary

REVISED
08/10/01

By the Board of Directors of EDGEWATER II AT CARLTON
LAKES CONDOMINIUM ASSOCIATION, INC.

By: William Schaefer President

Attest: Dan Lutz Secretary

By the Board of Directors of EDGEWATER AT CARLTON
LAKES COMMONS ASSOCIATION, INC.

By: Greg Wynn President

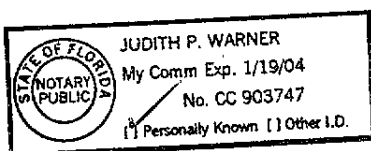
Attest: William Schaefer Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me 9th day of October, 2001, by William Schaefer, President and Dan Lutz, Secretary, of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) (☒) are personally known to me or (☐) have provided _____ for identification and did not take an oath.

Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)
My Commission Expires: 1/19/04

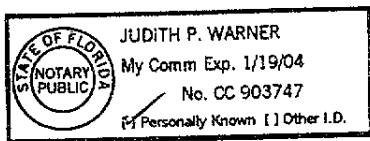


REVISED

08/10/01

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me 9th day of October, 2001, by William Schuyler, President and Dominic Gault, Secretary, of EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) (☒) are personally known to me or (☐) have provided _____ for identification and did not take an oath.



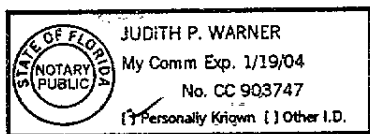
Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)

My Commission Expires: 1/19/04

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 9th day of October, 2001, by William Schuyler, President and William Schuyler, Secretary, of EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. They (choose one) (☒) are personally known to me or (☐) have provided _____ for identification and did not take an oath.



Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)

My Commission Expires: 1/19/04

PLAN OF MERGER

**EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC.**

WHEREAS, EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as EDGEWATER I AT CARLTON LAKES, a Condominium, as more particularly described in the Declaration of Condominium therefor located in O.R. Book 2275, at Page 0042, in the Public Records of Collier County, Florida; and

WHEREAS, EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain condominium known as EDGEWATER II AT CARLTON LAKES, a Condominium, as more particularly described in the Declaration of Condominium therefor located in O.R. Book 2371, at Page 0001, in the Public Records of Collier County, Florida; and

WHEREAS, EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. is the corporate entity responsible for the operation and management of that certain property known as EDGEWATER AT CARLTON LAKES COMMONS as more particularly described in the Declaration of Covenants, Conditions and Restrictions therefor located in O.R. Book 2275, at Page 0001, in the Public Records of Collier County, Florida; and

WHEREAS, the Boards of Directors of the various corporations have met and determined that there is no purpose served by the existence of three separate corporations and that simplicity of operation of the various condominiums and commonly utilized recreational and common facilities may be enhanced by the merger of the aforementioned corporations;

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

1. EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. and EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. shall merge into EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC., the name of which shall be changed to EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. upon the effective date of the merger, which shall be the surviving corporation, without prejudice of the right of surviving corporation to later effect a change of corporate name in the manner provided by law.
2. Subsequent to the merger, EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. f/k/a EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC. shall continue to be subject to its Articles of Incorporation and Bylaws as they may be amended from time to time, and as they shall be amended and restated as contemplated in this plan of merger.

REVISED

08/10/01

3. EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. f/k/a EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC., shall upon the merger, assume all powers, rights, duties, assets, and liabilities of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC. and EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC.
4. This plan of merger shall require each merging corporation to adopt amendments to their Declaration of Condominium, and for the surviving corporation to adopt amendments to its Declaration of Covenants, and to amend and restate its Articles of Incorporation and Bylaws, all of which are attached to this Plan of Merger as Exhibits "A", "B", "C", "D" and "E."
5. Should any of the merging corporations fail to obtain the requisite approval of its Board of Directors and/or membership, then this Plan of Merger and the exhibits hereto shall be ineffective and the merger shall not proceed.
6. The adoption of this plan of merger shall not be construed as a consolidation of the various condominiums or properties operated by the merging corporations.
7. This plan of merger shall become effective on October 1, 2001 with the approval of the Board of Directors and membership of each merging corporation, pursuant to §617.1103, Florida Statutes, and filing of Articles of Merger with the Department of State pursuant to §617.1105, Florida Statutes.
8. Upon or prior to the effective date of the plan of merger, the Directors and Officers of the surviving corporation shall consist of the Directors and Officers of Edgewater at Carlton Lakes Commons Association, Inc. immediately prior to the merger and they shall serve until next annual meeting of the surviving corporation at which their successors are to be elected.

APPROVED:

By Order of the Board of Directors of EDGEWATER I AT
CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
dated this 4 day of ~~September~~ ^{October}, 2001

By:

Cleanor Lowe, President

Attest:

Diane B. Reiff, Secretary

By Order of the Board of Directors of EDGEWATER II AT
CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
dated this 4 day of ~~September~~ ^{October}, 2001

By:

William Schneider, President

Attest:

[Signature], Secretary

REVISED

08/10/01

By Order of the Board of Directors of EDGEWATER AT
CARLTON LAKES COMMONS ASSOCIATION, INC. dated
this 4 day of ~~September~~ ^{October}, 2001

By: [Signature], President

Attest: [Signature], Secretary

APPROVED:

By Order of the Membership of EDGEWATER I AT
CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
dated this 4 day of ~~September~~ ^{October}, 2001

By: [Signature], President

Attest: [Signature], Secretary

By Order of the Membership of EDGEWATER II AT
CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
dated this 4 day of ~~September~~ ^{October}, 2001

By: [Signature], President

Attest: [Signature], Secretary

By Order of the Membership of EDGEWATER AT CARLTON
LAKES COMMONS ASSOCIATION, INC. dated this
4 day of ~~September~~ ^{October}, 2001

By: [Signature], President

Attest: [Signature], Secretary

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
EDGEWATER I AT CARLTON LAKES, A CONDOMINIUM**

WE HEREBY CERTIFY that the following resolutions were duly proposed by the Board of Directors and approved and adopted by the concurrence of at least two-thirds (2/3) of the unit owners present in person or by proxy and voting the special meeting of the members of Edgewater I at Carlton Lakes Condominium Association, Inc. held on the 27th day of September, 2001, where a quorum was present, after due notice, for the purpose of amending the Declaration of Condominium of Edgewater I at Carlton Lakes, a Condominium, which Declaration is recorded at O.R. Book 2275, Page 0042, of the Public Records of Collier County, Florida, and changing the Articles of Incorporation and Bylaws of the Association in connection with the merger of Edgewater I at Carlton Lakes Condominium Association, Inc. into Edgewater at Carlton Lakes Condominium Association, Inc. f/k/a Edgewater at Carlton Lakes Commons Association, Inc.

RESOLVED: That the Articles of Incorporation and Bylaws of Edgewater I at Carlton Lakes Condominium Association, Inc., which were attached as Exhibits "C" and "D" respectively to the Declaration of Condominium, when it was originally recorded, are hereby revoked in their entirety and are replaced by the Amended and Restated Articles of Incorporation and Bylaws of Edgewater at Carlton Lakes Condominium Association, Inc., which shall be the condominium association which operates the condominium upon the effective date of the merger.

RESOLVED: That the Declaration of Condominium of Edgewater I at Carlton Lakes, a Condominium, be and is hereby amended, and the amendments are adopted as follows:

Note: New language is underlined; language being deleted is shown in ~~struck through type~~.

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

* * *

4.5 "Association" means Edgewater I At Carlton Lakes Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

* * *

4.9 "Commons Association" means Edgewater At Carlton Lakes Condominium Commons Association, Inc., a Florida Corporation not for profit responsible for the ownership, maintenance and operation of certain property and recreation facilities within the Edgewater Complex. Upon the effective date of the corporate merger between the Commons Association and each of the condominium associations within the Edgewater Complex, all rights, duties, assets and liabilities of the all of the associations shall be vested in the surviving corporation. At that time the terms "Association" as defined above and "Commons Association" will be synonymous. The Condominium Association shall be a member of the Commons Association.

* * *

6.1 Shares of Ownership. The Condominium contains twenty-four (24) units. The owner of each unit also owns an undivided one twenty-fourth (1/24th) share of the common elements and common surplus of the Association attributable to this condominium.

* * *

9. ASSOCIATION: The operation of the Condominium is by Edgewater I At Carlton Lakes 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 Amended and Restated Articles of Incorporation is attached as Exhibit "D" to the Plan of Merger "C".

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as "Exhibit "E" to the Plan of Merger "D", as they may be amended from time to time.

* * *

9.12 Operation of Membership in Commons Property by Association. The Association shall be responsible for the operation of the Common Areas in the Edgewater Complex that are not located within any particular condominium. Each unit owner shall be liable for a pro-rata one fifty-sixth (1/56) share of the expenses of operating the Common Areas, which shall be deemed a common expense hereunder. ~~shall be a member of the Edgewater At Carlton Lakes Commons Association, Inc. As long as the Commons Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of the Association's membership, the unit owners in the Condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to the Commons Declaration and the rules and regulations of the Commons Association. The share of the expenses of the Commons Association for which this Association is liable shall be a fraction of the whole, the numerator of which is the number of units in this Condominium, twenty-four (24), and the denominator of which is the total number of completed dwelling units located in the Edgewater Complex for which a certificate of occupancy has been issued by the appropriate governmental agency. Until the Developer has turned over control of the Commons Association to the members as provided for in the Commons Documents, the denominator shall be the number fifty-six (56).~~

* * *

REVISED
08/10/01

11. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvements shall be as follows:

* * *

11.6 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property 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 or real property owned by the Association costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required. If the contemplated material alteration or substantial addition will be made to the common elements in this Condominium, and unit owner approval is required pursuant to this Section, then the approval need only be obtained from the voting interests in this Condominium.

* * *

22. AMENDMENT OF DECLARATION. Except as otherwise provided above as to amendments made by the Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

* * *

22.8 Corporate Merger. Notwithstanding Section 22.7 above regarding a property merger or any contrary interpretation, a corporate merger may be accomplished in the manner provided by law.

22.9 Condominium Voting. All amendments to this Declaration of Condominium which require approval of unit owners shall only require approval from the requisite level of unit owners in this condominium, rather than the Association as a whole.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of ^{October}~~September~~, 2001, at Collier County, Florida.

Witnesses:

EDGEWATER I AT CARLTON LAKES
CONDOMINIUM ASSOCIATION, INC.

Signature of Witness

Print name of Witness

Signature of Witness

Print name of Witness

By:

Eleanor Lowe
Eleanor Lowe, President

866 110th Avenue North, Suite 7
Naples, Florida 34108

REVISED
08/10/01

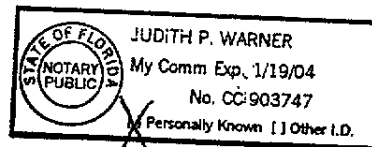
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 10th day of October, 2001, by Eleanor Lowe as President, of EDGEWATER I AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. She ~~He~~ (choose one) (X) is personally known to me or () has provided _____ for identification and did not take an oath.

Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)

My Commission Expires: 1/19/04



(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
EDGEWATER II AT CARLTON LAKES, A CONDOMINIUM**

WE HEREBY CERTIFY that the following resolutions were duly proposed by the Board of Directors and approved and adopted by the concurrence of at least two-thirds (2/3) of the unit owners present in person or by proxy and voting the special meeting of the members of Edgewater II at Carlton Lakes Condominium Association, Inc. held on the 27th day of September, 2001, where a quorum was present, after due notice, for the purpose of amending the Declaration of Condominium of Edgewater II at Carlton Lakes, a Condominium, which Declaration is recorded at O.R. Book 2371, Page 0001, of the Public Records of Collier County, Florida, and changing the Articles of Incorporation and Bylaws of the Association in connection with the merger of Edgewater II at Carlton Lakes Condominium Association, Inc. into Edgewater at Carlton Lakes Condominium Association, Inc. f/k/a Edgewater at Carlton Lakes Commons Association, Inc.

RESOLVED: That the Articles of Incorporation and Bylaws of Edgewater II at Carlton Lakes Condominium Association, Inc., which were attached as Exhibits "C" and "D" respectively to the Declaration of Condominium, when it was originally recorded, are hereby revoked in their entirety and are replaced by the Amended and Restated Articles of Incorporation and Bylaws of Edgewater at Carlton Lakes Condominium Association, Inc., which shall be the condominium association which operates the condominium upon the effective date of the merger.

RESOLVED: That the Declaration of Condominium of Edgewater II at Carlton Lakes, a Condominium, be and is hereby amended, and the amendments are adopted as follows:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

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

* * *

4.5 "Association" means Edgewater II at Carlton Lakes Condominium Association, Inc., a Florida corporation not for profit, which is responsible for the operation of this Condominium.

* * *

4.9 "Commons Association" means Edgewater at Carlton Lakes Condominium Commons Association, Inc., a Florida Corporation not for profit responsible for the ownership, maintenance and operation of certain property and recreation facilities within the Edgewater Complex. Upon the effective date of the corporate merger between the Commons Association and each of the condominium associations within the Edgewater Complex, all rights, duties, assets and liabilities of the all of the associations shall be vested in the surviving corporation. At that time the terms "Association" as defined above and "Commons Association" will be synonymous. The Condominium Association is a member of the Commons Association.

* * *

6.1 Shares of Ownership. The Condominium contains thirty-two (32) units. The owner of each unit also owns an undivided one thirty-second (1/32nd) share of the common elements and common surplus of the Association attributable to this condominium.

* * *

9. ASSOCIATION: The operation of the Condominium is by Edgewater II At Carlton Lakes 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 Amended and Restated Articles of Incorporation is attached as Exhibit "D" to the Plan of Merger "C".

9.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as "Exhibit "E" to the Plan of Merger "D", as they may be amended from time to time.

* * *

9.12 Operation of Membership in Commons Property by Association. The Association shall be responsible for the operation of the Common Areas in the Edgewater Complex that are not located within any particular condominium. Each unit owner shall be liable for a pro-rata one fifty-sixth (1/56) share of the expenses of operating the Common Areas, which shall be deemed a common expense hereunder. ~~shall be a member of the Edgewater at Carlton Lakes Commons Association, Inc. As long as the Commons Association shall exist, this Declaration may not be amended to eliminate or modify this membership requirement. By virtue of the Association's membership, the unit owners in the Condominium have a non-exclusive right to use the common facilities owned by the Commons Association, subject to the Commons Declaration and the rules and regulations of the Commons Association. The share of the expenses of the Commons Association for which this Association is liable shall be a fraction of the whole, the numerator of which is the number of units in this Condominium, thirty-two (32), and the denominator of which is the total number of completed dwelling units located in the Edgewater Complex for which a certificate of occupancy has been issued by the appropriate governmental agency. Until the Developer has turned over control of the Commons Association to the members as provided for in the Commons Documents, the denominator shall be the number fifty-six (56).~~

* * *

REVISED
08/10/01

11. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvements shall be as follows:

11.6 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property 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 or real property owned by the Association costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required. If the contemplated material alteration or substantial addition will be made to the common elements in this Condominium, and unit owner approval is required pursuant to this Section, then the approval need only be obtained from the voting interests in this Condominium.

22. AMENDMENT OF DECLARATION. Except as otherwise provided above as to amendments made by the Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

22.8 Corporate Merger. Notwithstanding Section 22.7 above regarding a property merger or any contrary interpretation, a corporate merger may be accomplished in the manner provided by law.

22.9 Condominium Voting. All amendments to this Declaration of Condominium which require approval of unit owners shall only require approval from the requisite level of unit owners in this condominium, rather than the Association as a whole.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of ~~September~~^{October}, 2001, at Collier County, Florida.

Witnesses:

EDGEWATER II AT CARLTON LAKES
CONDOMINIUM ASSOCIATION, INC.

By: William S. Swisher, President

866 110th Avenue North, Suite 7
Naples, Florida 34108

[Signature]
Signature of Witness
BRUCE CALLO
Print name of Witness
[Signature]
Signature of Witness
JAMES J. GEESLIN
Print name of Witness

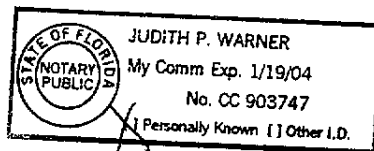
REVISED
08/10/01

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 4 day of October, 2001, by William Schwepker as President, of EDGEWATER II AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. She/He (choose one) (X) is personally known to me or () has provided _____ for identification and did not take an oath.

Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)
My Commission Expires: 1/19/04



(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS
EDGEWATER AT CARLTON LAKES COMMONS**

WE HEREBY CERTIFY that the following resolutions were duly proposed by the Board of Directors and approved and adopted by the concurrence of at least two-thirds (2/3) of the voting interest of the Member Associations at the special meeting of Edgewater at Carlton Lakes Commons Association, Inc. held on the 27th day of September, 2001, where a quorum was present, after due notice, for the purpose of amending the Declaration of Covenants of Edgewater at Carlton Lakes Commons, which Declaration is recorded at O.R. Book 2275, Page 0001, of the Public Records of Collier County, Florida, and changing the Articles of Incorporation and Bylaws of the Association in connection with the merger of Edgewater I at Carlton Lakes Condominium Association, Inc. and Edgewater II at Carlton Lakes Condominium Association, Inc. into Edgewater at Carlton Lakes Commons Association, Inc.

RESOLVED: That the Articles of Incorporation and Bylaws of Edgewater at Carlton Lakes Commons Association, Inc., which were attached as Exhibits "H-3" and "H-4" respectively to the Declaration of Covenants, when it was originally recorded, are hereby amended and restated in their entirety, include a name change for the corporation to Edgewater at Carlton Lakes Condominium Association, Inc. and are hereby replaced by the Amended and Restated Articles of Incorporation and Bylaws of Edgewater at Carlton Lakes Condominium Association, Inc., which shall be the condominium association which operates the condominium upon the effective date of the merger.

RESOLVED: That the Declaration of Covenants of Edgewater at Carlton Lakes Commons be and is hereby amended, and the amendments are adopted as follows:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. DEFINITIONS: The following definitions shall apply to certain words and phrases used in this Declaration and its exhibits, unless the context requires another meaning.

* * *

1.2 "Association" means Edgewater at Carlton Lakes Condominium Association which is the multicondominium association that operates all of the ~~any or all condominium or other community associations operating~~ residential developments within the Edgewater Complex.

* * *

1.5 "Commons Association" or the "Corporation" means the Edgewater at Carlton Lakes Condominium Commons Association, Inc., a Florida corporation not for profit, and its successors and assigns. Upon the effective date of the corporate merger between the Commons Association and each of the condominium associations within the Edgewater Complex, all rights, duties, assets and liabilities of the all of the associations shall be vested in the surviving corporation. At that time the terms "Association" as defined above and "Commons Association" will be synonymous.

* * *

5. COMMONS ASSOCIATION. The operation of the Common Areas is by Edgewater at Carlton Lakes Condominium Commons Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

5.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Commons Association is attached as Exhibit "D" to the Plan of Merger "H-3".

5.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as "Exhibit "E" to the Plan of Merger "H-4", as they may be amended from time to time.

* * *

5.4 Membership. The members of this Commons Association shall be the record owners of each condominium unit located all the Florida corporations non-profit created for the purpose of operating residential condominiums within the Edgewater Complex. The owners of the individual Living Units are not members. If any member Association is voluntarily dissolved (except incident to a merger with the Commons Association), that Member Association's right to membership shall be transferred to another corporation, or to a trustee, which shall have and exercise such Association's membership rights, obligations and privileges as long as the Commons Association exists.

* * *

7. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

7.1 Required Coverage. The Board of Directors shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Common Areas shall be the Commons Association, individually and as the agent for each Member and their respective unit Owners, without naming them. To the extent permitted by law, the Association may obtain a single policy for all condominiums operated by the Association.

(Remainder of Section is unchanged.)

* * *

10. DURATION OF COVENANTS; AMENDMENT

* * *

REVISED
08/10/01

10.0 Vote Required. Except as otherwise provided, this Declaration may be amended if a proposed amendment is approved by at least two-thirds (2/3) of the voting interests of the Members Associations present in person or by proxy and voting at any meeting called for the purpose.

10.8 Merger. Notwithstanding the provisions of this Section 10 regarding amendments or any contrary interpretation, a corporate merger may be accomplished in the manner provided by law.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of ~~September~~ ^{October}, 2001, at Collier County, Florida.

Witnesses:

EDGEWATER AT CARLTON LAKES
COMMONS ASSOCIATION, INC.

William Schuecker
Signature of Witness

WILLIAM SCHUECKER
Print name of Witness

James J. Geeslin
Signature of Witness

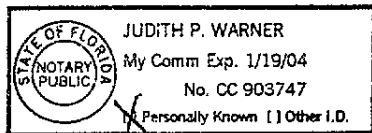
JAMES J. GEESLIN
Print name of Witness

By: Beverly Hoffman, President

866 110th Avenue North, Suite 7
Naples, Florida 34108

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 4 day of ~~September~~ ^{October}, 2001, by Beverly Hoffman as President, of EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Association. (She/He (choose one) (X) is personally known to me or () has provided _____ for identification and did not take an oath.



Judith P. Warner
Signature of Notary Public

Judith P. Warner
Print Name of Notary Public (SEAL)

My Commission Expires: 1/19/04

REVISED
08/10/01

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

**EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
(F/K/A EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC.)**

Pursuant to Section 617.0201(4), Florida Statutes, the Articles of Incorporation of Edgewater at Carlton Lakes Commons Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on December 11, 1996, and amended on February 3, 1997, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1005, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.0201(4) and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Edgewater at Carlton Lakes Condominium Association, Inc. (formerly known as Edgewater at Carlton Lakes Commons Association, Inc.), shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation formerly known as Edgewater at Carlton Lakes Commons Association, Inc. shall be changed to Edgewater at Carlton Lakes Condominium Association, Inc. herein called the "Association", and its address is 886 110th Street North, Suite 7, Naples, Florida 34108.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity for the operation of residential condominiums created pursuant to the Florida Condominium Act, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as limited or modified by these Articles, the Declaration of Condominium, the Bylaws or the Florida Condominium Act; and it shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance upon the condominium property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the condominium property.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the common elements, and the operation of the Association.
- (F) To approve or disapprove the transfer, leasing and occupancy of units.
- (G) To enforce the provisions of the Condominium Act, the Declarations of Condominium, the Declaration of Covenants, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners.
- (K) To borrow money without limit as to amount if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, Declaration of Covenants, these Articles of Incorporation and the Bylaws.

ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests present in person or by proxy at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the State of Florida, Division of Corporations, and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

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

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of

ARTICLE VII

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

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition, signed by at least one-fourth (1/4) of the voting interests.
- (B) Procedure. Upon any amendment to these Articles being proposed by said Board or unit owners, such proposed amendment shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.
- (C) Vote Required. Except as otherwise provided for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests present in person or by proxy at any annual or special meeting, or by approval in writing of a majority of the voting interests without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed amendment.
- (D) Effective Date. An amendment shall become effective upon filing with the State of Florida, Division of Corporations, and recording a certified copy in the Public Records of Collier County, Florida.

ARTICLE VIII

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

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

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

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

**AMENDED AND RESTATED BYLAWS
OF
EDGEWATER AT CARLTON LAKES CONDOMINIUM ASSOCIATION, INC.
(F/K/A EDGEWATER AT CARLTON LAKES COMMONS ASSOCIATION, INC.)**

1. **GENERAL.** These are the Amended and Restated Bylaws of Edgewater at Carlton Lakes Condominium Association Inc. f/k/a Edgewater at Carlton Lakes Commons Association Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1 **Principal Office.** The principal office of the Association shall be such location within Collier County, Florida as may be determined from time to time by the Board of Directors.

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

1.3 **Definitions.** The definitions set forth in Section 4 of the Declarations of Condominium of Edgewater I at Carlton Lakes, a Condominium, and Edgewater II at Carlton Lakes, a Condominium and Section 1 of the Declaration of Covenants for Carlton Lakes Commons shall also apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** Membership in the Association is an appurtenance to each unit. The members of the Association shall be the record owners of legal title to the fifty-six (56) units within the Edgewater Complex. In the case of a unit subject to an agreement for deed (a.k.a. Land Contract), the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following events.

- (A) Recording in the Public Records of a deed or other instrument evidencing legal title to the unit in the member and delivery to the Association a recorded copy of such deed or other instrument.
- (B) Approval by the Association as provided for in of the respective Declaration of Condominium.
- (C) Delivery to the Association, if required, of a written designation of a primary occupant.

2.2 Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The total number of voting interests of the Association shall be fifty-six (56), which represents the total number of voting interests in the Edgewater Complex. When the vote of the owners of only one condominium is required, the total number of voting interests of the condominium shall equal the total number of units in that condominium. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. The right to vote shall be established as follows:

- (A) If a unit is owned by one natural person, his right to vote shall be established by the record title to the unit.
- (B) If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.
- (C) If the owner of a unit is not a natural person, the vote of that unit shall be cast by the unit's primary occupant designated as set forth in Section 14.1 of the Declaration of Condominium.
- (D) If the unit is subject to an agreement for deed, the purchaser in possession shall have the right to vote as provided for in this section 2.2 (A) - (C) as may apply.

2.3 Approval or Disapproval of Matters. Whenever the vote of the membership is required upon any matter, whether or not the subject of an Association meeting, the manner in which the vote may be cast shall be determined by the person authorized to vote in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Upon a new unit owner's membership becoming effective as provided in 2.1 above, the prior owner's membership shall automatically terminate.

2.5 Termination of Membership. Any liability or obligation of a member which arose out of or was in any way connected with ownership of a unit or membership in the Association shall survive termination of such ownership and membership.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the voting interests. A meeting is called when the person or persons calling the meeting have noticed the meeting as set forth in Section 3.3 below. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Members' Meetings; Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each member at the address which appears in the official records of the Association, or may be furnished by personal delivery. The member is responsible for informing the Association of any change of address. The notice of all members' meetings must be mailed or delivered at least fourteen (14) days before the meeting. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A person entitled to receive such notice may waive notice of any meeting at any time, but only by written waiver. Notice of any meeting at which non-emergency special assessments may be considered shall disclose that fact and describe the nature of the proposed special assessment.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the condominium property or association property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be hand delivered or mailed to each owner regardless of whether the second notice of election described in Section 4.3(B) below is required, and an affidavit of the officer or other person making such hand delivery or mailing shall be retained in the Association records as proof of hand delivery or mailing.

3.5 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3) of the voting interests.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called members' meeting at which a quorum has been attained shall be binding upon all members for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents. All questions to be voted on by the members at a meeting may be voted on by all members present, except as otherwise provided by the governing documents or by law, including without limitation the following exceptions which will require a separate vote of the voting interests of the affected Condominium:

- (A) only the unit owners within a particular Condominium may vote on amending their Declaration of Condominium;
- (B) only the unit owners within a particular Condominium may vote to waive or reduce the reserve funding for the common elements in their Condominium or using existing reserve funds for purposes other than purposes for which the reserves were intended,
- (C) only the unit owners within a particular Condominium may vote on material alterations or substantial additions to their condominium property, when an owner vote is required for that matter by that Condominium's governing documents;
- (D) only the unit owners within a particular Condominium may vote on special assessments payable only by owners of that Condominium, when an owner vote is required for that matter by that Condominium's governing documents; and
- (E) Any other matter that in the Board's reasonable discretion affects only a particular Condominium.

3.7 Proxy Voting. Except as otherwise provided by law, any person entitled to attend and vote at a members' meeting may establish his presence and cast his vote by proxy. Proxies may not be used to elect Directors. Limited and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, to waive financial statement requirements, to amend the condominium documents, and for any other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the meeting for which it was originally given and any lawful adjournment of that meeting. No proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Association at or before the appointed time of the meeting or lawfully adjourned and reconvened meeting thereof. Proxyholders must be members. No proxy shall be valid if it names more than one proxyholder, but the proxyholder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called members' meeting may be adjourned and reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may be conducted at the reconvened meeting.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Election of Directors (if necessary)
- (B) Call of the roll and determination of quorum
- (C) Reading or disposal of minutes of previous members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 Minutes. Minutes of all members' meetings and meetings of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 Action by Members Without Meeting. Except for the holding of the annual meeting, any action required or permitted to be taken at a members' meeting may be taken by mail without a meeting if written consents or other instruments indicating approval of the proposed action are dated, signed and returned by members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or majority voting interests, whichever is greater, unless a lesser vote is sufficient by law. If the requisite number of written consents is received by the Association within sixty (60) days after mailing

notice of the proposed action to the members, a resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the members at a members' meeting held on the date of the Board meeting. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership, as provided in Section 3.2 above. If the vote is taken by the method described in this Section, the list of unit owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

4. **BOARD OF DIRECTORS.** The affairs of the Association shall be administered by a Board of Directors. All powers and duties granted to the Association by law, together with the condominium documents, shall be exercised by the Board, subject to approval or consent of the members only when such is specifically required.

4.1 **Number and Terms of Service.** The number of Directors which shall constitute the whole Board of Directors shall be five (5). The respective owners in each of the two (2) condominiums operated by the Association (i.e. Edgewater I and Edgewater II) shall each be entitled to elect two (2) Directors to the Board. The owners in each condominium shall vote separately, by plurality vote, to select the representatives on the Board from their condominium. The other one (1) Director shall be elected at large by a plurality of the total votes cast in the election. All Directors shall be elected for a one (1) year term. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

4.2 **Qualifications.** Each Director must be a member, the spouse of a member, a primary occupant or the spouse of a primary occupant. "Primary occupant" as used in this Section refers only to a primary occupant for a unit that is designated by the record owner pursuant to Section 14 of the Declaration of Condominium. No more than one person may represent each unit as a Director at the same time. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership.

4.3 **Annual Elections.** On the day of each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law.

- (A) **First Notice; Candidates.** Not less than sixty (60) days before the 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 member entitled to vote, a first notice of the date of the election. Any member or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election.

- (B) Second Notice: Candidate Information Sheets. If there is more than one candidate for any seat, at least fourteen (14) days before the election, the Association shall mail or deliver a second notice of election to all members entitled to vote in the contested election, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. This notice shall be mailed together with the written notice and agenda required by Section 3.4 above.
- (C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method allowed by law.

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term. In the alternative, the Board may choose to hold an election to fill the vacancy for the unexpired term, which election shall be held in accordance with Section 4.3 above.
- (B) A vacancy occurring as a result of a recall in which less than a majority of the Directors are recalled and removed, the vacancy(ies) may be filled by the affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum. No recalled Director shall be appointed by the Board to fill a vacancy. Alternatively, the Board may, by affirmative vote of a majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, call and conduct an election in the manner prescribed by law to fill the vacancy(ies). Vacancies occurring as a result of a recall in which a majority or more of the Directors are recalled and removed, shall be filled by an election conducted at the special members' recall meeting in the manner prescribed by law.
- (C) If for any reason the entire Board is vacant, a special election shall be held with at least ten (10) days notice to the owners at which the members shall elect the successors to serve only until the next annual meeting. At any such election, the members may elect Directors from those eligible candidates nominated from the floor of that meeting.
- (D) If a vacancy on the Board had been filled by the representative of a certain condominium, then to the extent possible the vacancy shall be filled in accordance with this section by a representative from the condominium represented by the vacating Director.

4.5 Recall and Removal of Directors. Any or all Directors may be recalled and removed from the Board by the unit owners, with or without cause, by affirmative vote of a majority of all the voting interests, either at a special members' recall meeting or by written agreement. The vote for removal of a representative to the Board from a certain condominium shall be conducted only by the members of the condominium that the Director represents, as in the case of election. If more than one Director is sought to be recalled, the recall shall be voted upon separately for each Director. A special members' recall meeting may be called by ten percent (10%) or more of the voting interests and notice thereof shall be mailed or delivered to each unit owner and delivered to the Board at least fourteen (14) days prior to the scheduled meeting. The notice shall state that the purpose of the meeting is to recall one or more Directors, shall contain the information required by law and shall be accompanied by a signature list of at least ten percent (10%) of the voting interests seeking the recall. The special members' meeting must be held not more than sixty (60) days from the date that notice of the meeting is given and shall be conducted in the manner provided by law. If a written agreement is utilized to recall one or more Directors, said agreement shall be served on the Board by certified mail or by personal service in the manner authorized by chapter 48, Florida Statutes, and the Florida Rules of Civil Procedure. Within five (5) full business days after adjournment of the special members' recall meeting or receipt of the written agreement, the Board shall call a meeting of the Board at which it will decide whether to certify (accept) or reject the recall. The Board's course of action following its decision to certify or reject the recall shall be in accordance with governing law.

4.6 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after every election by the members of one or more Directors. If the place and time of the organizational meeting is fixed and announced by the Directors at the meeting at which the Directors were elected, no further notice is required.

4.7 Other Board Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, facsimile, electronic mail or telegram at least forty-eight (48) hours prior to the day named for such meeting.

4.8 Notice to Owners. All meetings of the Board of Directors shall be open to members, except those meetings between the Board and the Association's attorney, with respect to proposed or pending litigation, when the purpose of the meeting is to seek or render legal advice. A notice and agenda for each Board meeting shall be posted conspicuously on the condominium property or association property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Except that notice of any Board meeting at which a non-emergency special assessment or an amendment of a rule regarding the use of units is to be considered for any reason shall be mailed to each owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall be given as stated in Section 6.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before, during, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.12 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, unless such compensation is approved by at least a majority of the voting interests of the Association. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.15 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If a committee has delegated to it the authority to bind the Association or act for and in the place of the Board, including the power to authorize the expenditure of funds, the committee shall hold its meetings and give notice of such meetings with the same formalities as required for Board meetings.

4.16 Emergency Powers. In the even of an "emergency" as defined in Section 4.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes (1997), as amended from time to time.

- (A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

- (B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be give in any practicable manner, including publications or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.
- (D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.
- (E) Any officer, director or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (F) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (G) For purposes of this Section 4.16 only, an "emergency" exists only during a period of time that the condominium , or the immediate geographic area in which the condominium is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state "disaster area" status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

5. OFFICERS.

5.1 **Officers and Elections.** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors present at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association.

5.2 **President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 **Vice-Presidents.** The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 **Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 **Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in federally insured accounts in financial institutions authorized to do business in the State of Florida as designated by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investments that may be chosen by the Board in the prudent exercise of its good business judgment and fiduciary duties.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed or hand delivered to the owner of each unit not less than fourteen (14) days prior to that meeting. The person providing notice of that meeting shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association. There shall be a separate budget for expenses specific to each Condominium, including without limitation items such as insurance, maintenance, repair and replacement of the common elements and reserves for the common elements of that Condominium. There shall also be a separate budget of Association expenses, including without limitation items such as the expenses of operating the common areas serving both condominiums, and overhead expenses not attributable to any one condominium, such as liability insurance, professional and management fees, and reserves for association property. The proposed budget for each Condominium shall be sent only to the owners in that Condominium. The proposed budgets shall be detailed and shall show the amounts budgeted by income and expense classifications. The Board may amend the budget during the fiscal year, provided it does so at a properly noticed meeting.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budgets for each Condominium and the Association must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and replacement cost or deferred maintenance expense or replacement cost of each reserve item. These reserves shall be funded unless it is subsequently determined by a majority of the voting interests voting in person or by limited proxy at a duly called members' meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the members as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority vote at a duly called members' meeting called for the purpose. The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of statutory reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

6.5 Regular Assessments. Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment need not be sent to the members. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year against any unit in either Condominium shall not exceed fifteen percent (15%) of the total annual budget for that year for that Condominium, including reserves, unless a majority of the voting interests in that Condominium first consent. The total of all special assessments coming due uniformly against all units operated by the Association in any fiscal year against all units in either Condominium shall not exceed fifteen percent (15%) of the total annual budget for the Association, including reserves, unless a majority of the voting interests of the Association first consent. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

6.7 Fidelity Bonds. The President, Secretary and Treasurer, and all persons who have access and control of Association funds, including those persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and shall distribute to the owners of each unit, financial statements meeting the minimum standards of Section 718.111(13) of the Condominium Act showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts. The requirements of Section 718.111(13), if applicable, may be waived for a fiscal year by a vote of the members taken during that fiscal year.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or the rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law and no fine may be levied against an unoccupied unit. The procedure for imposing fines shall be as follows:

- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - (1) A statement of the date, time and place of the hearing;
 - (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated; and,
 - (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
 - (4) The amount of any proposed fine.
- (B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as Directors. If the panel, by majority vote, does not agree with the fine, it may not be levied.

8.2 Mandatory Non-Binding Arbitration and Mediation. In the event of any "dispute" as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration and mediation under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration and mediation of disputes related to the levy or collection of fees or assessments, the eviction or other removal of a tenant from a unit, alleged breaches of fiduciary duty by one or more directors, or claims for damages to a unit based upon the alleged failure of the Association to maintain the common elements or the condominium property.

8.3 Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4) of the voting interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved at least two-thirds (2/3) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 Recording; Effective Date. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

10. MISCELLANEOUS.

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.