

Prepared by and return to:
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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY**

**AMENDED AND RESTATED BYLAWS
OF
TALON BAY PROPERTY OWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay (which original Declaration was recorded at Official Records Instrument No. 2004102050 of the Public Records of Sarasota County, Florida) and the Bylaws of Talon Bay Property Owners Association, Inc. (which original Bylaws were recorded at Official Records Instrument No. 2004117637 of the Public Records of Sarasota County, Florida) were duly adopted at the Special Membership Meeting of Talon Bay Property Owners Association, Inc. held on October 16, 2017. The Amended and Restated Declaration was approved by not less than two-thirds (2/3rds) of the members of the Association casting their vote, in person or by proxy, at a properly called members' meeting, pursuant to Article XIB(3)c of the Declaration. The Amended and Restated Bylaws were approved by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed amendment is contained in the notice of such meeting. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 24th day of October, 2017.

Signed, sealed and delivered:
in the presence of:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

Sign: Michelle Thomas

By: Carol Stropoli
Carol Stropoli, President

Print: MICHELLE THOMAS

Sign: Nadege St. Brice

Print: NADEGE ST. BRICE

Sign: Nadege St. Brice

Print: NADEGE ST. BRICE

Sign: Michelle Thomas

Print: MICHELLE THOMAS

Attest:

By: Betty Seddon
Betty Seddon, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of October, 2017, by Carol Stropoli as President of Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida (Seal)

My Commission expires: _____



CASSANDRA WICKSON
MY COMMISSION # GG 042320
EXPIRES: October 28, 2020
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of October, 2017, by Betty Seddon as Secretary of Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

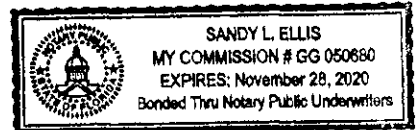
NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida (Seal)

My Commission expires: _____



SANDY L. ELLIS
MY COMMISSION # GG 050680
EXPIRES: November 28, 2020
Bonded Thru Notary Public Underwriters

AMENDED AND RESTATED

BYLAWS

of

TALON BAY

PROPERTY OWNERS ASSOCIATION, INC.

(A Florida corporation not-for-profit)

***[Substantial rewording of Bylaws. See existing Bylaws
and all amendments thereto for present text.]***

The Board of Directors of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida and a homeowners' association pursuant to Chapter 720, Florida Statutes, hereby adopt the following Amended and Restated Bylaws. These Amended and Restated Bylaws supersede and replace all previous Bylaws and amendments thereto.

ARTICLE 1. NAME, PRINCIPAL OFFICE, DEFINITIONS, AND CORPORATE INFORMATION:

A. Corporate Name. The name of the not for profit corporation is TALON BAY PROPERTY OWNERS ASSOCIATION, INC. (herein, the "Association").

B. Location of Principal Office. The principal office of the Association shall be located at 899 Woodbridge Drive, Venice Florida 34293 c/o Advance Management, Inc. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

C. Definitions. All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Declaration of Covenants, Conditions, and Restrictions of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., as subsequently amended from time to time ("Declaration"). Said definitions are hereby incorporated by reference.

D. Corporate Seal. The corporate seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (2004). Alternatively, the words "Corporate Seal" shall serve as the official seal of the Association.

ARTICLE 2. MEMBERSHIP, AND VOTING RIGHTS:

A. Membership. Every Owner of a Parcel in TALON BAY shall be a mandatory Member of the Association and continue such membership in good standing during the entire time of the ownership of said Parcel. Each Owner accepts membership in the Association and agrees to be bound by the Governing Documents. Membership in the Association is automatic upon acquisition of ownership of a Parcel in TALON BAY and may not be transferred separate and apart from a transfer of ownership of the Parcel.

B. Voting Rights. Members shall be all Owners of Parcels in TALON BAY. Members shall be entitled to one (1) vote for each Parcel in which such Members hold a required ownership interest. A Member's Voting Rights may be regulated or suspended as provided in the Governing Documents and the Homeowners' Association Act.

C. Termination of Membership. Whenever a Member ceases to be an Owner of a Lot in TALON BAY, his or her membership shall then and there automatically terminate.

D. Transfer of Membership. Membership in the Community Association is an incident of Lot ownership and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

E. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association and the Homeowners' Association Act. Members shall have no authority to act on behalf of the Association by virtue of Lot ownership.

ARTICLE 3. MEETINGS OF MEMBERSHIP:

A. Place of Meetings. The Board of Directors may designate the activity center within the TALON BAY Community, as the place of meeting for any annual or special meeting of the Members, and if no designation is made, such meeting shall take place at the principal office of the Community Association.

B. Annual Meetings. An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Community Association as may come before the meeting. No meeting shall be held on a legal holiday.

C. Special Meetings. Special meetings of Members may be called at any time by the President or by the Directors, or on written request of a majority of the Members entitled to vote. The request for a special meeting submitted by a majority of the Members must be sent to the Secretary of the Association and must contain the purpose of the special meeting.

D. Notice. Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Community Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The Community Association shall also post in a conspicuous place in the Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Community Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means. Except as otherwise provided herein or by Florida law, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

E. Quorum. The presence at the meeting, in person or by proxy, of thirty percent (30%) of the total voting interests shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. A majority of the Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

F. Proxies. Votes may be cast in person or by written proxy that substantially meets the requirements of Florida Law. Proxies must be filed with the Community Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally

given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

G. Minutes. Minutes of all meetings of the Members must be maintained in written form or in another form that can be converted into written form within a reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as required by the Homeowners Association Act.

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

1. Call to Order by the President;
2. Election of Chairman;
3. Appointment by Chair of Inspectors of Election;
4. Election of Directors;
5. Calling of Roll, Certifying of Proxies and Determination of Quorum;
6. Proof of Notice of Meeting or Waiver of Notice;
7. Reading and Approval of Minutes of Prior Meeting;
8. Officers' Reports;
9. Committee Reports;

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

J. Waiver. Notice of membership meetings may be waived by a member before or after a membership meeting. A member waives any defect or lack of notice by attending a meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

K. Voting Rights. Unless otherwise provided in the Homeowners' Association Act, the Owner(s) of each Lot shall be entitled to one (1) vote as a Member of the Association. The manner of exercising such voting rights shall be determined by these Bylaws. Members shall have the right to vote only on Association matters requiring a membership vote pursuant to the Governing Documents or Florida law. The membership of the Association shall consist of all of the record Owners of the Lots in the TALON BAY. In any meeting of the Members, the Owners of Lots shall be entitled to cast one (1) vote per Lot.

L. Vote Required. The acts approved by a majority of the total eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained shall constitute the acts of the Members, except when approval by a greater number of Members is required by Florida law or the governing Documents. The term "majority" as used in these Bylaws and other Governing Documents and instruments in reference to voting by Members and the Board of Directors shall mean more than fifty percent (50%).

M. Voting Certificate.

1. Single Owner. If a Lot is owned by one person, his or her right to vote shall be established by the record title to his or her Lot. No Voting Certificate shall be required.
2. Multiple Owners. If a Lot is owned by more than one person, the Lot's vote may be cast by any of the joint owners identified on the deed to the Lot. In the event a Lot is owned by a married couple, that Lot's vote may be cast by either spouse. If the joint owners or the spouses do not agree on how that Lot's vote shall be cast, the vote shall not be counted as to the matter under consideration in which the conflict arose, whether the conflict appears by vote in person or by proxy. Alternatively, the person entitled to cast the vote conferred by the Lot ownership shall be designated by on a Voting Certificate signed by all joint owners of the Lot and filed with the Association Secretary.
3. Corporation or LLC. If a Lot is owned by a corporation or limited liability company ("LLC"), the person entitled to cast the vote for the Lot shall be designated by a Voting Certificate of his or her appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation or an authorized member of the LLC, and filed with the Secretary of the Association.
4. Partnership. If the Lot is owned by a partnership, the person entitled to cast the vote for the Lot shall be designated by a Voting Certificate signed by a partner.
5. Trust. If the Lot is owned by a trust, the person entitled to cast the vote for the Lot shall be designated by a Voting Certificate signed by a trustee or grantor of the trust.

Such Voting Certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast a vote for a Lot may be revoked by any Owner or voting representative thereof. All such Voting Certificates must be filed with the Association.

N. Suspension of Voting Rights. The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, Assessment, or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A Voting Interest allocated to a Lot or Member which has been suspended by the Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election of Directors, or the number of Voting Interests required to approve an action under the Homeowners' Association Act or pursuant to the Governing Documents. The suspension ends upon full payment of fees, Assessments, fines and other all obligations currently due or overdue to the Association. All suspensions of a delinquent Member's voting rights must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Lot Owner of the suspension in writing.

ARTICLE 4. BOARD OF DIRECTORS:

A. Number. The affairs of the Association shall be managed by a board of five (5) Directors, who shall be members of the Association. The Board of Directors also has the discretion to increase the number of Directors to seven (7) and/or decrease the number of Board members to three (3) from five (5) provided that a Board Meeting at which the decrease is determined is held prior to the sixty (60) day mailing mandated under Section F of this Article 4.

B. Term. Each Director shall hold office for a term of two (2) years unless he shall sooner resign, or be removed, or otherwise be disqualified to serve.

C. Resignation and Removal. Any Director may resign at any time by giving written notice to the board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Any Director may be removed from the board, with or without cause/ by a Majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

D. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

E. Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be Lot Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Community Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Community Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") is not eligible to serve as a Director.

F. Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the following manner:

- (1) Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Lot Owner entitled to vote, a **first notice** of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email or deliver a **second notice** of the meeting to all Lot Owners entitled to vote, together with a written Director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the Director candidate to the Association. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association.
- (2) Written Director ballots shall be sealed in an inner, smaller envelope labeled "Director Ballot". The Director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and shall be signed by the Lot Owner in the upper right

hand corner, with the Lot Owner's name and printed name stated thereon. It is the intent of the Members to follow the Director election procedures of the Condominium Act (Chapter 718, Florida Statutes) to the extent those procedures are not in conflict with the Homeowners Association Act (Chapter 720, Florida Statutes) or these Bylaws.

- (3) Written Director election ballots will be available for use by those Owners attending the meeting in person. No Lot Owner shall permit another person to cast his or her Director election ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.
- (4) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. There shall be no cumulative voting. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist. No Director nominations shall be permitted from the floor of the membership meeting.
- (5) There shall be no quorum requirement for the election of Directors; however, at least twenty percent (20%) of the Voting Interests must cast a Director election ballot to have a valid election.
- (6) Any election dispute between a Lot Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

G. Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by resolution of the Board. A special meeting shall be held when called by the President, or by any two Directors, after not less than three (3) days' notice to each Director. All meetings of the board must be open to all Members except for meetings between the board and its attorney with respect to personnel issues and/or proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

H. Notice. Notice of all board meetings must be posted in a conspicuous place in TALON BAY at least forty-eight (48) hours in advance of a meeting, except in an emergency.

I. Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which regular or special Assessments against Lot Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

J. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present a duly held meeting in which a quorum is present shall constitute the act or decision of the board. Directors may not vote by proxy or by secret ballot/ except that secret ballots may be used in the election of officers. A Director who is present, in person, by telephone or by electronic

means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes.

K. Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not attend meetings between the Board of Directors or a Committee and the Community Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters.

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

M. Removal of Directors and Vacancies. Any Director may be removed or recalled from office with or without cause, upon the written agreement of a majority of the total Voting Interests of the Association in the manner provided by Section 720.303(10)(b)1., Florida Statutes. Unless otherwise provided by law, upon removal of a Director, a successor shall be appointed by a majority of the remaining Board of Directors to fill the vacancy for the remainder of the term of such Director. Any Director who is delinquent in the payment of any fee, Assessment, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a Director, the remaining members of the Board may appoint a successor to fill the vacancy for the remainder of the term of such Director.

N. Presiding Officer. The chairperson at all meeting of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

O. Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

- (1) Calling of roll;
- (2) Proof of meeting notice or waiver of notice;
- (3) Reading and disposal of any unapproved minutes;
- (4) Reports of Officers and Committees;
- (5) Election of Officers, if any;
- (6) Unfinished business;
- (7) New business;
- (8) Announcements
- (9) Adjournment.

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

Q. General Standard for Directors. A Director shall discharge his or her duties as a Director, including his or her duties as a Member of a Committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1. One or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence;
3. A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence; or
4. A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article V.

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

S. Powers. The Homeowners Association shall have all powers granted to it under the laws of the State of Florida, the Declaration, the Articles of Incorporation, and the Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these Bylaws or by law. The affairs and operation of the Homeowners Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All of the powers and duties of the Homeowners Association existing under Florida law, the Declaration, the Articles of Incorporation, and the Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law. The Homeowners Association shall have the power to make reasonable Rules and Regulations regarding use of Lots, use of Common Areas, and administration of the Homeowners Association.

ARTICLE 5. OFFICERS:

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The Board of Directors from time to time shall appoint such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

B. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation or removal.

C. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

D. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board. The removal or resignation of a Director who also is an officer shall automatically act as a removal of the Director as an officer.

E. Any officer may resign at any time by giving written notice (including but not limited to emailed notice) to any Association officer or management. Such written resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

F. The President shall preside at all meetings of the Board of Directors, shall that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and all other written instruments.

G. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

H. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purposes. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association and their addresses as registered by such members.

I. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

ARTICLE 6. COMMITTEES:

A. Committees. Unless otherwise provided herein, each committee shall consist of at least three (3) members, all of whom must be Members of the Association, spouses of Members or a Member's designated voting representative. The Board of Directors may appoint committees from time to time. Members of the committee shall elect their chairperson. The members of each committee shall serve at the pleasure of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation.

B. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have the duties and functions as provided in the Declaration.

C. Ad Hoc Committees. The Board of Directors may from time to time appoint and disband such ad hoc committees as necessary to conduct the business and affairs of the Association.

D. Powers of Committees. Committees will report to and be under the direction of the Board of Directors. Committee members may be appointed and removed, with or without cause, upon majority vote of the Board of Directors.

E. Term of Office. A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

F. Committee Meetings. Unless otherwise provided by law or in these Bylaws, the meetings of any committee of the Association shall be open to all Members. Notice of the date, time and place of committee meetings shall be posted in a conspicuous place within the community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting. Notice of committee meetings may be published or in the alternative each committee may provide Members with a pre-arranged schedule of meetings.

G. Quorum and Procedures. A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a Lot shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for Members, agendas, attendance and participation by Members, as required by the Homeowners Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of Homeowners' Association Act and these Bylaws. Such committees shall adopt their own procedural rules and requirements.

H. Scope and Rules. Each committee shall abide by the scope and stated purpose of the committee as defined by the by the Board of Directors, and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

I. Reports and Action. Every committee shall report its findings directly to the President, the Board of Directors or to the Board of Directors' designee. A committee may not take any action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

ARTICLE 7. FISCAL MANAGEMENT:

A. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December. The Board of Directors is authorized to change the dates of the fiscal year as it determines appropriate.

B. Annual Budget. The Board of Directors shall adopt and may amend from time to time an annual budget for each fiscal year that shall include the estimated funds required to defray the expenses and losses of the Association and to provide and maintain funds for the operating and reserve accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

C. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the balance due upon assessments.

D. Annual Budget. The Board of Directors shall, upon advance written notice to the Members of the Association as required by the Homeowners' Association Act and Articles 4(I) and 4(J) hereof to adopt, in advance, an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the common expenses of the Association.

E. Annual Budget Assessment. The annual assessment, to fund the Association's annual budget, shall be paid by the Lot Owners per the payment schedule as provided in the Declaration. If an annual budget is not adopted or notice is not provided to the Lot Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors at a duly-noticed Board meeting. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors. The Board may elect to allow Owners to pay the annual assessment in installments due not less frequently than monthly.

F. Reserve Funds. The Board of Directors may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the common property, capital improvements, and other matters as determined appropriate by the Board of Directors. If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, as amended from time to time, including the following:

- a. If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.
- b. The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.
- c. Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes, as amended from time to time. If a meeting of the owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present

do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

- d. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

G. Special Assessments. The Board of Directors may levy special assessments against the Lots as it sees fit to pay the costs and expenses of the administration, operation, maintenance, repair or replacement of the Common Ares or to fulfill its corporate purposes, duties, and/or obligations under the Homeowner's Act or governing documents.

H. Loans. Loans in the amount of \$50,000 or less may be contracted on behalf of the Association and evidences of indebtedness to secure such loans may be issued in the name of the Association upon the approval of a majority of the Board of Directors via a duly-adopted corporate resolution. Loans in excess of \$50,000 must be approved by the affirmative vote of at least a majority of the Association's eligible voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting called in whole or part for that purpose. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

I. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth herein.

J. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association, as determined by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

K. Fidelity Bonds. The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers, employees of the Association, or a management agent, at any time while the bonds are in force.

L. Financial Report. A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (A) furnish a copy of the report to each Member, or (B) provide a written notice to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes and in accordance with generally accepted accounting principles. If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that

required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the Members, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the Governing Documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

M. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

N. Insurance. The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration, Articles of Incorporation, Bylaws or the Homeowners' Association Act, or as reasonably determined necessary and appropriate by the Board of Directors from time to time to protect the interests of the Association.

O. Acceleration of Assessments. In the event any special or regular assessment is delinquent by more than thirty (30) days, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual and all special assessments for that fiscal year upon notice to the Lot owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

P. Competitive Bids. All contracts as further described in this Article or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Homeowners' Association Act or the Governing Documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Article 7(P). Nothing contained in this Article 7(P) is intended to limit the ability of the Association to obtain needed products and services in an emergency. This Article does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Sarasota County.

ARTICLE 8. FINING AND OTHER ENFORCEMENT:

A. Fining. In addition to all other remedies provided for in the Declaration, the Board of Directors shall have the power to levy reasonable fines against any Member or any Member's tenant, guest, or invitee for the failure of the Member or its tenant, occupant, licensee, or invitee to comply with the provision of the Homeowners' Association Act, the Declaration, the Association Bylaws, or reasonable Rules of the Association. A Member shall be jointly and severally liable for the payment of any fine levied against the Member's tenant, guest or invitee. A fine or suspension may not be imposed by the Board of Directors without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Hearing Committee. If the Board of Directors imposes a fine, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

B. Hearing Committee. The Board shall appoint a Hearing Committee, which shall be composed of at least three (3) Members who are not officers, Directors, or employees of the Association, or the spouse, parent, child,

or sibling of an officer, Director, or employee of the Association. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

C. Limits on Fine Amounts. A fine may not exceed One Hundred Dollars (\$100.00) per violation, or \$100 per day in the case of a continuing violation with a single notice and opportunity for a hearing. No fine for a continuing violation shall exceed in the aggregate the amount of Ten Thousand Dollars (\$10,000.00).

D. Collection. Fines shall be payable within thirty (30) days. In the event a person refuses or otherwise fails to pay a fine, the Association may mediate if and as required by law and proceed with legal action in a court of competent jurisdiction to collect the sum. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court. A fine of less than \$1,000 may not become a lien against a Parcel; however, a fine of \$1,000 or more may become a lien against a Lot or Parcel. Fines not paid within thirty (30) days shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%) per annum) and a late fee of Twenty-Five (\$25) Dollars. Any judgment obtained by the Association shall be recorded in the public records and filed with the Florida Secretary of State.

E. Suspension of Use Rights. If a Member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The notice and hearing requirements under Article 8(A) do not apply to a suspension imposed under this subsection. The suspensions permitted hereunder apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by a Member.

F. Nonpayment of Amounts Due; Suspension of Voting Rights. An Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Homeowners' Association Act or pursuant to the Governing Documents. The notice and hearing requirements under Article 8.1 hereof do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

G. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association's Board of Directors may elect, but shall be under no legal duty or obligation, to enforce any provisions of the Homeowners' Association Act, the Declaration, these Bylaws or the Rules and Regulations by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

ARTICLE 9. AMENDMENTS:

These Bylaws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting.

The Association shall record a copy of each amendment to these Bylaws in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

ARTICLE 10. MISCELLANEOUS

A. Construction. In the event of a conflict between the language in any of the other Governing Documents, the following priorities shall control: (i) the Declaration; (ii) the Articles of Incorporation; (iii) the Bylaws; and (iv) the Rules and Regulations.

B. Validity. If any term, clause, paragraph or provision of these Bylaws is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw.

C. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid, if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or if to the Association, the Board of Directors, or the manager for the Association at the principal office of the Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. A Member may designate an email address for such notices.

D. Enforcement of Governing Documents. Notwithstanding anything else contained herein, the Association's Board of Directors shall have the right, but not the duty or legal obligation, to enforce and require compliance with the Homeowners' Association Act, the Declaration, Articles of Incorporation, these Bylaws, and any Rules and Regulations authorized hereby against Owners, their tenants, invitees, contractors, vendors and guests. Enforcement shall be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party.

E. Attorney's Fees and Waiver. The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Declaration or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. The failure of the Board of Directors to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

F. Cumulative Rights. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Governing Documents, or at law or in equity.